



AGREEMENT

between the

**NATIONAL AIR TRAFFIC
CONTROLLERS ASSOCIATION**

AFL/CIO

and the

**Federal Aviation Administration
Department of Transportation**



SEPTEMBER 1998

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**NATIONAL AIR TRAFFIC
CONTROLLERS ASSOCIATION**

AFL/CIO

and the

Federal Aviation Administration

Department of Transportation



SEPTEMBER 1998

PREAMBLE

The Parties agree that air traffic controllers serve in a unique, complex and safety critical occupation.

This Collective Bargaining Agreement is designed to improve working conditions for air traffic controllers, facilitate the amicable resolution of disputes between the Parties and contribute to the growth, efficiency and prosperity of the safest and most effective air traffic control system in the world.

The true measure of our success will not be the number of disagreements we resolve, but rather the trust, honor and integrity with which the Parties jointly administer this Agreement.

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ARTICLE 1

PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the National Air Traffic Controllers Association AFL-CIO (hereinafter "the Union"), and the Federal Aviation Administration, Department of Transportation (hereinafter "the Employer" or "the Agency"). The Union and the Agency are referred to collectively herein as "the Parties."

ARTICLE 2

UNION RECOGNITION AND REPRESENTATION

Section 1. The Agency hereby recognizes the Union as the exclusive bargaining representative of Air Traffic Control Specialists, FG-2152 series, located in terminal and enroute facilities, as certified by the Federal Labor Relations Authority (FLRA) on June 19, 1987, see Appendix 1 to this Agreement.

Section 2. If the bargaining unit described in Section 1 is amended to include other employees, those employees shall be covered by this Agreement.

Section 3. The Union may designate Facility Representatives for each facility. The Union may designate one (1) representative and one (1) designee for each team, crew or group, as appropriate in each facility. On each tour of duty, the Union may designate one (1) representative to deal with first and second-level supervisors. At the tour representative's option, he/she may designate an alternate to act on his/her behalf in dealing with first and second-level supervisors. In addition, the Union shall designate in writing one (1) principal representative and one (1) designee. Only the principal representative and/or his/her designee may deal with the Air Traffic Manager and/or Assistant Air Traffic Manager.

Section 4. When the Union designates a nonresident Facility Representative, his/her availability to carry out his/her functions under this Agreement is subject to the operational requirements of

the facility at which he/she is employed. A nonresident Facility Representative is entitled to official time to perform Facility Representative duties, but is not entitled to official time for travel or to travel and per diem allowances. The management representative assigned to the facility at which the Union has designated a nonresident Facility Representative shall deal with the nonresident Facility Representative in person, via telephone, by letter or otherwise mutually agreeable method, on all matters covered under this Agreement or otherwise required by law.

Section 5. During meetings between the Air Traffic Manager, and/or his/her designee and the principal Union representative and/or his/her designee, if such representative desires, he/she may be accompanied by one (1) other representative. The Union shall be afforded representatives in equal numbers. When meeting/conducting negotiations, designated Union representatives will be on official time, if otherwise in a duty status.

Section 6. The Agency agrees to meet/deal at the national level with the National Officers of the Union and/or their designees.

Section 7. The Union Regional Vice President and the FAA Regional Administrator shall meet at least annually and more often if mutually agreed upon. The normal point of contact at the regional level shall be the Air Traffic Division Manager or his/her designee and the Union Regional Vice President or his/her designee.

Section 8. When other qualified employees are available, the principal Facility Representative or his/her designee shall not be required to temporarily perform supervisory duties. When a Facility Representative is detailed to a supervisory position, the Union will name a designee to act in his/her place as a Union representative.

Section 9. The Union representatives specified in the above Sections of this Article are the only individuals authorized to

represent the Union in dealings with FAA officials at the respective levels specified in this Article. Management officials shall not meet/deal with any other Union official, other than the designated Union official at their respective level, unless otherwise agreed to by the Union.

Section 10. The principal Facility Representative and/or his/her designee shall be granted official time, if otherwise in a duty status, to deal with the Air Traffic Manager and/or his/her designee. Such meetings shall be held at mutually agreeable times. At any meeting called by the facility manager and/or his/her designee, Union participants shall be on official time.

Section 11. Any Union official and/or his/her designee shall be permitted to visit air traffic facilities to perform representational duties, subject to prior notification. Visits to other Employer facilities shall be subject to notification and approval in advance.

Section 12. Unless operational requirements do not permit, the principal Facility Representative and/or his/her designee shall be granted annual leave, leave without pay (LWOP), compensatory time, or the use of credit hours at his/her option to attend Union activities.

Section 13. Once annually, principal Facility Representatives or their designees may be granted excused absence for short periods of time, ordinarily not to exceed sixteen (16) hours at a time to receive information, briefings, or orientation by the Union and/or Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Parties shall exchange agendas for meetings under this Article to the appropriate official. Determinations as to whether an individual can be spared from duty shall be made by the Employer, based solely on operational requirements.

Section 14. A Facility Representative or his/her designee shall be allowed up to sixty (60) minutes for confidential orientation of new

facility employees to explain the role and responsibilities of the Union. For larger groups, additional time may be allowed for this purpose.

Section 15. Principal Facility Representatives shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of Articles of this Agreement. In the event any of these representatives are officially replaced, his/her successor shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of the Articles of this Agreement. Official time not to exceed eight (8) hours shall be granted for on-site briefings for other Facility Representatives as operational requirements permit.

Section 16. If otherwise in a duty status, each principal Facility Representative shall be granted official time, not to exceed forty (40) hours, on a one-time basis, in order to attend the NATCA Representative School for the mutual benefit of the Union and the Employer. The Union shall normally provide a minimum of forty-five (45) days advance notice for scheduling purposes unless otherwise mutually agreed to by the Parties.

Section 17. Unless prohibited by operational requirements, each principal Facility Representative shall, on request, be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties:

- a. eight (8) hours in facilities with 1-15 bargaining unit employees;
- b. sixteen (16) hours in facilities with 16-35 bargaining unit employees;
- c. twenty-four (24) hours in facilities with 36-69 bargaining unit employees;
- d. thirty-two (32) hours in facilities with 70-125 bargaining unit employees;

- e. fifty-four (54) hours in facilities with 126 or more bargaining unit employees.

This grant of time is exclusive of time provided for by the Federal Service Labor-Management Relations Statute and other provisions of this Agreement. Principal Facility Representatives may delegate their official time to Union designees at their facility. Should a principal Facility Representative elect to delegate his/her official time, such delegation shall be made in writing to the facility Manager or his/her designee and shall include: the name of the Union designee and the number of hours delegated. Delegations shall be approved unless prohibited by operational requirements. Principal Facility Representatives or their designees who are granted official time may pursue their representational duties off the premises when on official time, unless there is a particular reason to anticipate a need for them to resume work (e.g., an imminent severe weather disturbance). The Principal Facility Representative should notify the facility manager of his/her intention to leave the premises, and the manager may impose some reasonable requirement as to periodic call-ins or similar communication as a protection against unexpected emergency need for the representative's return to duty.

Section 18. At facilities with one hundred (100) or less Union members, one (1) Union delegate shall be granted annual leave, LWOP, compensatory time or credit hours to attend the Union's annual convention. At facilities with more than one hundred (100) members, one (1) additional delegate shall be granted such leave for each additional fifty (50) Union members. Annual leave, compensatory time or credit hours for other employees, who wish to attend the convention, may be approved unless operational requirements do not permit. Leave requests under this Section shall be submitted six (6) weeks in advance. Any questions

regarding the number of Union members shall be resolved using dues withholding figures pursuant to Article 11 of this Agreement.

Section 19. The Employer recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

Section 20. Hearings or conferences held by state or federal offices and having a direct bearing on or in reference to a specific facility shall entitle the principal Facility Representative or his/her designee to attend by being granted annual leave, LWOP, compensatory time or credit hours for said hearings or conferences, unless operational requirements do not permit.

Section 21. The amounts of official time contained in this Agreement may not be increased or decreased. Exceptions to this Section may be agreed to only by the Parties at the national level.

Section 22. Bargaining unit employees designated by the Union, at the Agency's request, to provide expertise for Agency sponsored projects/programs, initiatives or activities shall be in a duty status as provided for in this Agreement, or as otherwise provided for by the Parties. This Section does not cover collective bargaining or other representational functions for which official time has been granted under law or this Agreement.

ARTICLE 3

RIGHTS OF UNION OFFICIALS

Section 1. National and Regional Union officials who are elected or appointed to serve in an official capacity as a representative of the Union shall be granted, upon request, LWOP concurrent and consistent with elected terms of office or appointment. Each request by an employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union.

Section 2. Each Regional Vice President of the Union shall be granted eighty (80) hours of official time per pay period to perform

the representational duties of the office. In addition, the Union shall be granted the following amounts of official time for use by Alternate Regional Vice Presidents (ARVP):

- a. Three (3) Regions will receive forty (40) hours per pay period.
- b. Three (3) Regions will receive twenty-four (24) hours per pay period.
- c. Three (3) Regions will receive sixteen (16) hours per pay period.

Within thirty (30) days of the signing of this Agreement, the Union at the National level will provide written notification to the Employer as to the distribution of the ARVP official time for the life of this Agreement.

The time granted under this Section may be delegated to other Union representatives within the same region. Such delegation shall be made in writing to the regional Air Traffic Division Manager or his/her designee and shall include: the name of the Union designee and the number of hours delegated. Delegated hours shall be approved unless prohibited by operational requirements.

Section 3. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which he/she was assigned prior to his/her assuming LWOP status. In the event there is a reduction-in-force at that facility while the Union official is in a LWOP status, the Union official's future duty status and duty location shall be determined in accordance with Article 47 of this Agreement. By mutual agreement between the Union official and his/her employing FAA region, he/she may be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming LWOP status.

Section 4. Upon written notice to the Employer that need for LWOP granted under Section 1 of this Article has ended, Union

officials shall be permitted to return to duty prior to the termination date of their LWOP status. Such request for return to duty shall be certified by the national office of the Union.

Section 5. An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to all such continued benefits, including participation in the Federal retirement program, as provided in applicable laws and regulations.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section 2. An employee's off-the-job conduct shall not result in disciplinary action, unless such conduct hampers his/her effectiveness as an employee or affects the public's confidence in the Agency.

Section 3. No employee shall have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's non-payment of a just debt has

or will have a harmful effect on the performance of his/her duties, or the ability of the Employer to perform its assigned mission. The Employer shall not assist a creditor or process server in any manner, except as required by law.

Section 4. Employee participation in charitable drives and U.S. Savings Bonds campaigns is voluntary. The Employer shall not schedule mandatory briefings/meetings to discuss charitable drives / U.S. Savings Bond participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives may be posted a reasonable amount of time prior to the opening date and shall be removed concurrent with the closing date established in accordance with 5 CFR 950.102(e).

Section 5. The Agency's nepotism policies shall be uniformly administered throughout the bargaining unit. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds or accepts a position in another FAA facility, the Employer will provide priority consideration to the bargaining unit member for ingrade/downgrade reassignment through Internal Placement Procedures (IPP) for bargaining unit vacancies at or near the spouse's location before candidates under other placement actions are considered. The Employer retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse beyond those he/she would be entitled to as a family member.

Section 6. The Employer shall not take or fail to take any personnel action with respect to any employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement.

Section 7. Employees shall not be subjected to prohibited personnel practices as defined in Title 5 USC 2302.

Section 8. FAA conflict of interest regulations on aviation employment shall be uniformly administered throughout the bargaining unit.

Section 9. Bargaining unit employees may have access to any of the Employer's facilities after prior coordination with the management of the facility to be visited.

Section 10. The Employer shall not take any personnel action against any employee or fail or refuse to effect, in a timely manner, any personnel action related to any employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

Section 11. Employees covered by this Agreement shall have the protection of all rights to which they are entitled by the Constitution of the United States.

Section 12. Radios, television sets, appropriate magazines/publications, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-work times. Pagers are allowed within work areas so long as their use does not interfere with the safe and efficient air traffic operation. Pagers will be set on a non-audible position.

Section 13. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988, (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

Section 14. Any bargaining unit employee authorized by the Employer to attend any meetings scheduled by the Employer away from the facility shall be entitled to duty time, travel and per diem allowances, if applicable.

Section 15. There shall be no prohibition on the approval of an employee's LWOP request based solely on the employee having other types of leave accrued.

ARTICLE 5 EMPLOYER RIGHTS

Section 1. Section 1. In accordance with the provisions contained in 5 USC 7106, Management rights:

- a.** Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-
 - 1.** to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - 2.** in accordance with applicable laws-
 - A.** to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - B.** to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency's operations shall be conducted;
 - C.** with respect to filling positions, to make selections for appointments from-
 - (i)** among properly ranked and certified candidates for promotions; or
 - (ii)** any other appropriate source; and

D. to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this section shall preclude any agency and any labor organization from negotiating-

- 1.** at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- 2.** procedures which management officials of the agency will observe in exercising any authority under this section; or
- 3.** appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6 REPRESENTATION RIGHTS

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be so notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union representative if he/she so desires, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer shall stop the meeting and inform the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement.

This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators and agents of the Inspector General. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures. Additional representational rights in operational error/deviation situations are covered in Article 64 of this Agreement.

Section 2. In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by him/her. The employee will be required to answer questions only after he/she has been informed that he/she must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

Section 3. As specifically provided under 5 USC 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 4. By mutual consent of the Employer, employee, and the Union, if requested by the employee, discussions under Section 1 of this Article may be accomplished by telephone. By mutual consent of the Employer, employee(s) and the Union, discussions under Section 3 of this Article may be accomplished by telephone.

Section 5. A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the representative, or an overriding need for the information is established.

ARTICLE 7

MID-TERM BARGAINING

Section 1. It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the Employer without prior notice to, and negotiation with the Union. The provisions of this Article also apply to substance bargaining, if appropriate, and/or impact and implementation bargaining arising from changes to operational procedures and procedures resulting from technological changes.

Section 2. Should the Employer at the national, regional or local level propose a change described in Section 1, thirty (30) days written notice of the proposed change shall be provided to the Union at the corresponding level, unless operational necessity requires a shorter notice period. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The Union shall have up to fifteen (15) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Union's request, and the Parties will review the proposed changes. The Union may submit written

proposals within thirty (30) days of receipt of the original notice of the change(s). If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time period, the Employer may implement the change as proposed.

Section 3. If, after a good faith effort, the Parties at the local level are unable to reach an agreement, the issue may be escalated within ten (10) days to the regional level. If, after a good faith effort, the Parties at the regional level are unable to reach an agreement, the issue may be escalated within ten (10) days to the national level. This applies to issues originating at the local or regional level.

Section 4. If the Parties at the regional or national level are unable to resolve a dispute, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Statute. This Section applies to issues originated at the regional or national levels and to issues escalated to the regional level from the local level. The Employer will not implement the proposed change prior to completion of bargaining unless required by operational necessity. Operational necessity is defined as any change necessary to maintain the safety and efficiency of the air traffic system. Operational necessity is not to be invoked as a means to avoid bargaining. Rather, it is the firm intent of the Parties that these provisions will be strictly followed in resolving issues under this Article prior to implementation. Operational necessity will only be invoked in those cases which meet the strict definition as set forth in this Article.

Section 5. The Parties at the local or regional levels may enter into written agreements or understandings on individual issues that do not conflict with this Agreement. However, unless specifically authorized by this Agreement, no such local or regional

agreements may increase or diminish entitlements expressly contained in this Agreement.

Section 6. The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not specifically covered by this Agreement in accordance with the Federal Service Labor Relations Statute. When the Employer has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal. The Employer may submit written counter proposals within thirty (30) days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, the provisions of Section 3 and/or 4 of this Article shall apply.

Section 7. The Union, under this Article, will be authorized an equal number of representatives on official time for the conduct of negotiations in accordance with 5 USC 7131. The time limits under this Article may be extended by mutual agreement of the Parties.

Section 8. Nothing in this Article is intended to preclude the Parties from formulating ground rules for mid-term bargaining issues.

ARTICLE 8

PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties agree to use the provisions of this Article to the fullest

extent possible before resorting to other avenues of dispute resolution.

Section 2. The Parties to this Agreement support the following technique:

- a. When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of notification, which will include the bargaining unit employee(s), the appropriate local Union representative and appropriate management representative.
- b. The purpose of the meeting is to allow the employee, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation.
- c. The Parties shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, acted upon.
- d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.
- e. If the Parties are unable to resolve the issue under this Article, the Employer shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with Article 9, Section 8, Step 1. Upon request, the provisions of Article 9, Section 8, Step 1, will be waived and the Parties will proceed under the provisions of Article 9, Section 8, Step 2, to resolve their complaint/problem/concern. The Employer or Union may proceed with Article 9, Section 11, Step 1. The time limits in Article 9 begin when the decision is rendered.
- f. This basic format may be modified with the written agreement of the Parties at the local level.

g. This Article shall not diminish the Employer's right to discipline, where otherwise appropriate, nor shall the rights of the Union or the employee be affected by this Article.

Section 3. The Parties shall continue their support of training on problem solving techniques and similar programs which the Parties mutually agree to pursue. The Union and the Employer shall mutually agree on the scope, content, development and arrangements for delivery of any joint problem solving training under this Article.

Section 4. Official time, travel and per diem shall be granted to Union representatives to attend jointly agreed upon training/briefings on joint problem solving techniques.

Section 5. Within one hundred eighty (180) days of the signing of this Agreement the Parties shall meet in an effort to develop a process of alternative dispute resolution. The Union's representatives shall be on official time, if otherwise in a duty status.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any unit employee; or
- c. by a unit employee or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement.

The Employer recognizes that employees are entitled to file and seek resolution of grievances under the provisions of the negotiated

grievance procedure. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising rights under this Article.

Section 2. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and/or 5, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level. The Parties, consistent with the provisions of this Article, intend that the joint problem solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems through a proactive approach before resorting to formal dispute resolution procedures.

Section 3. This procedure shall not apply to any grievance concerning:

- a. any claimed violation of subchapter III of Chapter 73, Title 5 USC (relating to prohibited political activities);
- b. retirement, life insurance or health insurance;
- c. a suspension or removal under Section 7532, Title 5 USC (relating to national security matters);
- d. any examination, certification or appointment (Title 5 USC 7121 (c)(4));
- e. the classification of any position which does not result in the reduction-in-grade or pay of any employee;
- f. the removal of probationers;

Section 4. In matters relating to Title 5 USC 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. The Parties reserve their rights to all applicable statutory appeal procedures.

Section 6. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 7. In the case of grievances concerning disciplinary/adverse actions, the Union may elect to utilize the procedures of Section 8 or Section 16a. Grievances filed under Section 8 should be submitted beginning with Step 2, rather than Step 1, no later than twenty (20) calendar days after the effective date of the disciplinary/adverse action.

Section 8. Grievances filed by employees. Employees are strongly encouraged to resolve their concerns through the joint problem solving procedures of Article 8 prior to submitting grievances under this Section.

Step 1. An aggrieved employee shall request in writing informal resolution of his/her grievance from his/her immediate supervisor (who may be the Air Traffic Manager) within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. The supervisor shall promptly arrange for a meeting at a mutually agreeable time, but no later than twenty (20) calendar days following the date of the employee's request to discuss the grievance. The employee and his/her representative will be given a reasonable amount of official

time to present the grievance. The supervisor shall answer the grievance in writing within twenty (20) calendar days following the meeting. If the grievance is denied, the reasons for denial will be in this written response. A copy of the decision will be provided to the Union.

Step 2. If the employee or the Union is not satisfied with the answer, a formal grievance may be submitted to the Air Traffic Manager or Hub Manager, as appropriate, within twenty (20) calendar days following the receipt of the answer. In those facilities where the Air Traffic Manager is also the supervisor, the Hub Manager shall be the official to hear the grievance at this step. In such cases, the grievance may be processed through the Air Traffic Manager. The grievance shall be submitted in writing on a grievance form and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of his/her Union representative, and whether he/she wishes to make an oral presentation. Failure to provide all of the information listed above shall result in the grievance being returned for completion. The time limit will continue to run during the period the grievance is returned. If requested, the Air Traffic Manager or Hub Manager, as appropriate, shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The employee and his/her representative will be given a reasonable amount of official time to present the grievance. The decision of the Air Traffic Manager or Hub Manager, as appropriate, shall be delivered to the employee and Union representative within twenty (20) calendar days following receipt of the written grievance. In disciplinary/adverse action cases, a decision shall be delivered to the employee within ten (10) calendar days of the date of the grievance. The decision shall be delivered personally to the employee, and/or his/her representative, if he/she is on duty. Otherwise,

another appropriate method of delivery shall be used. If the grievance is denied, the reasons for denial will be in the written response.

Step 3. If the Union is not satisfied with the decision, the Union may within twenty (20) calendar days following receipt of the decision or the day the answer was due, advise the Manager, Labor Relations Branch, Regional Headquarters, by certified mail, that it desires the matter be reviewed by the Manager, Air Traffic Division or his/her designee. The Union will be notified by certified mail within twenty (20) calendar days of the regional decision. If the grievance is denied, the reasons for denial will be in the written response. The Union at the national level may, within thirty (30) calendar days following receipt of the regional decision, notify by certified mail the Director, Office of Labor and Employee Relations, with a copy to the Regional Labor Relations Branch Manager, that it desires the matter be submitted to arbitration. Within thirty (30) calendar days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one (1) remains or as otherwise mutually agreed. At least once quarterly, and more often if mutually agreed to, the Union's Regional Vice President, his/her designee, the Manager, Air Traffic Division, and the Manager, Labor Relations Branch, or their designees, shall meet to discuss and attempt to resolve grievances pending at Section 8, Step 3 or Section 11, Step 2 of this procedure. The Union representative(s) shall be on official time if otherwise in a duty status, including travel time. Travel and per diem expenses for the Regional Vice President or his/her designee will be authorized for one (1) meeting per quarter, under this Article.

Section 9. The Parties shall create a panel of three (3) mutually acceptable arbitrators in each FAA Region. Either Party may

unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for panels must also agree to hear expedited arbitration cases as provided in Section 16.

Section 10. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The Union advocate, if an employee of the FAA, shall be granted eight (8) hours of official time for preparation for the hearing. Additional release time may be granted, unless prohibited by operational requirements. Such time may be annual leave, earned compensatory time, leave without pay, or combination thereof. The grievant and/or the Union advocate, shall be given a reasonable amount of official time to present the grievance. FAA employees who are called as witnesses shall be in a duty status, if otherwise in a duty status. The Employer agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing five (5) days prior to the scheduled hearing. Each Party shall bear the expense of its own witnesses who are not employed by the FAA, or who are not located at that duty location where the grievance arose. The Employer agrees to make every reasonable effort to produce witnesses requested by the Union. The arbitrator shall submit his/her report to the Air Traffic Manager, the aggrieved employee and/or the Union representative, as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted up to sixteen (16) hours of release time to prepare the post hearing briefs unless prohibited by operational requirements. Such time will be annual leave, earned compensatory time, leave without pay, or any combination thereof.

Additional release time may be granted, unless prohibited by operational requirements.

Section 11. Grievances filed by the Union or Employer. The Parties agree to use the joint problem solving procedures in Article 8 to the fullest extent practicable to resolve disputes prior to submitting grievances under this Section.

Step 1. In the case of any grievance which the Union at the facility, regional or national level may have against the Employer at the corresponding level, or which the Employer at the facility, regional or national level may have against the Union at the corresponding level, the moving Party shall at that level submit the grievance to the other Party in writing within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- a. The facts upon which the grievance is based.
- b. The corrective action sought.
- c. If an oral presentation is requested.

Step 2. The responding Party shall answer the grievance in writing within twenty (20) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer, the matter may be referred to the respondent at the regional level, if appropriate, within twenty (20) calendar days following the receipt of the respondent's answer or the date the answer was due for review and resolution. The responding Party shall answer the grievance in writing within twenty (20) calendar days following the date the grievance was received. If the moving Party desires the matter to be submitted to arbitration, they shall, at the national level, so advise the respondent at the national level by

certified mail within thirty (30) calendar days following the receipt of the respondent's answer or the date the answer was due.

The Parties will create a national panel of three (3) mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one (1) remains or as otherwise mutually agreed.

Step 3. The grievance hearing shall be conducted by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. Each Party shall bear the expenses of its own witnesses. The arbitrator shall submit his/her report to the Parties as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 12. The arbitrator's fees and expenses of arbitration incurred under this procedure shall be borne equally by the Parties. The Parties must mutually agree to any postponement or cancellation of any scheduled arbitration hearing. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

Section 13. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

Section 14. Failure of a grievant to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by

the Employer, unless an extension of time limits has been agreed upon. Failure of the Employer to render a decision within any time limits specified in this procedure shall entitle the grievant to progress the grievance to the next step without a decision.

Section 15. The Parties retain their rights under Title 5 USC 7122 and 7123.

Section 16. Expedited arbitrations:

- a. If the Union at the national level elects to process a disciplinary/adverse action under this Section, rather than Section 8, it shall within twenty (20) calendar days following the effective date of the disciplinary/adverse action, notify the Regional Labor Relations Branch of its intent to proceed under this Section and advise the Director, Office of Labor and Employee Relations, that it desires the matter be submitted directly to expedited arbitration. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the national or regional panel by the Parties or by alternately striking names until one (1) remains. An arbitrator unable to hear an expedited arbitration case within seven (7) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected. The hearing shall be conducted as soon as possible. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs shall be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post hearing brief shall not delay the time frame for the arbitrator to render his/her decision.
- b. In cases other than disciplinary/adverse actions, either Party at the national level may refer a particular grievance to expedited arbitration in lieu of the normal arbitration process in this procedure. The Parties shall meet and select an

arbitrator from the national or regional panel or by alternately striking names.

The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcripts, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible, but no later than five (5) calendar days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations as to whether expedited arbitration shall be utilized in cases other than disciplinary/adverse actions shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure. Disagreements as to whether a grievance is appropriate for this expedited procedure shall be referred to the arbitrator for decision.

Section 17. The Parties may, by mutual agreement, stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 18. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision.

Section 19. In the handling of grievances under this procedure and where law and OPM regulations permit, the Union shall have access to such information as is relevant and necessary to the processing of the grievance.

Section 20. Within one hundred eighty (180) days of the signing of this Agreement the Parties shall meet in an effort to develop an accelerated arbitration process. The Union's representatives shall be on official time if otherwise in a duty status.

ARTICLE 10

DISCIPLINARY/ADVERSE ACTIONS

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations. Administrative reassignments, transfers to other facilities or locations, retraining and/or recertification, or enforced leave, will not be used as disciplinary/adverse actions.

This Article does not apply to the removal of probationers.

Section 2. When the Employer decides that corrective action is necessary, consideration should be given to the application of measures which, while not disciplinary, will instruct the offending employee and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure.

Section 3. Disciplinary/adverse actions shall not be taken against an employee except for such cause as will promote the efficiency of the service. Any action taken by the Employer shall be supported by a preponderance of the evidence.

Section 4. All facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the Employer.

Section 5. Except for oral and written admonishments and written reprimands, the following procedures will be used to take disciplinary/adverse actions:

1. The Employer shall give the employee written notice proposing the action. The notice period shall be as provided

for in 5 USC 7513(b)(1). The notice must state the specific reasons for the action.

2. The employee has the opportunity to reply to the notice orally and in writing within fifteen (15) days from the date the employee receives notice proposing the action. However, if the action is taken under the "crime provision" the employee is entitled to a reasonable amount of time but not less than seven (7) days to reply.

The employee's representative may participate in the employee's oral reply.

3. The Employer shall consider the employee's reply, and then give the employee a written decision concerning the proposed action.

Section 6. In addition to the provisions of Section 5, the following provisions are applicable to cases of reduction in grade or pay, or removal for unacceptable performance:

- a. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred upon by a management representative who is in a higher position than the management representative who proposed the action. The decision may only be based on those instances of unacceptable performance which occurred within one (1) year prior to the date of the written notice described in Section 5 (1).
- b. If because of performance improvements by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the written notice described in Section 5 (1), any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from any record relating to the employee.

Section 7. No advance written notice is required for the issuance of a written reprimand. The reprimand must state the specific reasons for the action. The employee may present an oral or written reply within fifteen (15) days of receipt of the reprimand. The Employer will consider the employee's reply and notify the employee in writing of the decision. If the reprimand is sustained, a copy of it, along with the employee's written reply, will be placed in the employee's official personnel folder in accordance with Article 22 of this Agreement.

Section 8. An employee against whom disciplinary/adverse action is proposed under this Article shall have the right to a copy of all the information relied upon to support the proposal.

Section 9. Management's action may not be sustained if a harmful error is shown.

Section 10. The employee and the Union representative shall be granted a reasonable amount of duty and official time of up to sixteen (16) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations, or suspensions of more than fourteen (14) days; of up to eight (8) hours in other cases for preparation and presentation of answers to proposed actions under this Article. The duty and official time authorized in this Section may be extended upon request.

Section 11. For furloughs of thirty (30) days or less, each Air Traffic Manager and NATCA Facility Representative will work together to determine the most effective way for scheduling duty time to prepare and present a response. It is understood between the Parties that it may be difficult for the Employer to grant sixteen (16) hours of duty time to every employee who wishes to reply to a proposed furlough. However, the Employer will ensure that every bargaining unit employee who wishes to reply will be provided a reasonable amount of duty time to prepare and present

his/her response. The scheduling of such time is subject to operational requirements.

The principal Facility Representative, and/or his/her designee, will be on official time, if otherwise in a duty status, for the period of time agreed upon to assist in the preparation and presentation of replies.

Section 12. Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. The letters of confirmation of discussion shall be completed as soon as practicable after the event.

Section 13. Although not exhaustive, the Employer's table of penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

Section 14. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Employer shall consider the factors as outlined in *Douglas v. Veterans Administration*, 5 MSPB 313 (1981).

Section 15. Any notification to an employee which is not made personally shall be accomplished by certified mail return receipt requested.

Section 16. The Employer at the national level may allow an employee subject to removal or suspension of more than fourteen (14) days the opportunity to exhaust all appeal rights available

under this Agreement before the suspension or removal becomes effective.

Section 17. An employee against whom an adverse/disciplinary action is taken may grieve that action under Article 9 of this Agreement, or any other applicable statutory procedure, but not both.

ARTICLE 11 DUES WITHHOLDING

Section 1. Pursuant to Section 7115 of the Federal Service Labor-Management Relations Statute, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

Section 2. The Union shall be responsible for purchasing Standard Form 1187, Request for Payroll Deductions for Labor Organizations (SF-1187). The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll processing center.

Section 3. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of SF-1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The authorized official of the Union will include "TC 0000" on the SF-1187 as the appropriate payroll identification for NATCA. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

Section 4. The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

Section 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to the appropriate payroll processing center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form which has been properly completed and signed by an employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period beginning after March 1st. There shall be only one (1) revocation period in each year. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 6. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed as provided in Section 7 of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 7. If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve (12) month period.

Section 8. The issuance of a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll processing center. The check shall be made payable to NATCA and mailed to Suite 701, 1150 17th Street, N.W.,

Washington, DC 20036, not later than ten (10) working days after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. If desired, the list will be provided on magnetic tape. However, it will be the Union's responsibility to provide or pay for a blank tape. The Union shall notify the Director of Labor and Employee Relations of any change in the mailing address above.

Section 9. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs.

Section 10. Dues deductions for payment of local dues under the terms and conditions contained in this Agreement for the withholding of national dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the Local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in this Agreement, the local Union will notify the appropriate servicing payroll office in writing that the amount of local dues has changed and will certify as to the new amount of local dues to be deducted each regular pay period. The local Union shall be responsible for notifying the appropriate servicing payroll office of the address where checks for local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent reassignment of an employee from the facility from which local dues were being deducted.

Section 11. To ensure dues withholding without interruption for employees who change position within the bargaining unit, the Agency shall implement the following actions:

- a. Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Continue Dues Withholding, If Applicable".
- b. Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee moves from one bargaining unit position to another.
- c. Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.
- d. In the event that dues are discontinued erroneously, the Agency shall automatically reinstitute previously submitted SF-1187 on the dropped employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.

Section 12. The Agency shall terminate dues withholding, as soon as practicable, when an employee leaves a bargaining unit position, either temporarily or permanently, by effecting the following actions:

- a. Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Employee Has Left Bargaining Unit; Terminate Dues Withholding, If Applicable".
- b. Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee leaves the bargaining unit position.
- c. Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 14 of this Article.

Section 13. The Agency shall not refer former bargaining unit employees to the Union to obtain refunds for erroneously withheld dues.

Section 14. Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Employees shall, through appropriate facility channels, notify the payroll processing center promptly of any errors. Failure or delay by an employee to promptly initiate and actively pursue any such errors may release the Agency and the Union from any obligation to reimburse the employee for dues withheld.

Section 15. If the Agency makes an erroneous payment to the Union or employee, the Agency shall correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Agency bills the Union or employee to correct an erroneous payment, the Union or employee shall verify that the billing is correct and repay the erroneous payment to the Agency within thirty (30) days of being notified of the error. If there is no dispute concerning the overpayment, the Union or employee may negotiate a payment schedule with the Agency. The Union or an Employee may request a waiver of overpayment in accordance with the Agency's directives. Upon such a request, any repayment will be held in abeyance pending a final decision.

ARTICLE 12

ADDITIONAL VOLUNTARY ALLOTMENT DEDUCTIONS

Section 1. In addition to the regular deductions authorized by Agency directives for national and local Union dues, the Employer shall permit employees to voluntarily designate two (2) additional allotments from their pay, provided said allotments are for a lawful purpose as permitted by 5 CFR 550.311(b).

Section 2. An employee electing to have a voluntary deduction would complete a voluntary deduction election form. On this form the employee would designate the institution and the amount he/she elects to have regularly deducted from their pay and forwarded to the Union. The employee would then forward this form to the Union.

Section 3. The Union will review the form for completeness and verify that the employee submitting the form is eligible for the program. The Union would then forward the form to the employee's payroll processing center.

Section 4. At the payroll-processing center, the payroll technician will again review the form for completeness. Following review, the form would be entered into the Agency's payroll system. Upon entry, the data would be edited to ensure that:

- a. a record for the employee exists on the Employee Master Record;
- b. that the employee's job series equals 2152; and
- c. that the amount being withheld does not exceed \$5,000.

These actions would be completed by the end of the pay period following the pay period in which the document was received.

Section 5. Upon entry and acceptance of the above data into the Agency's payroll system, the amount designated will be withheld each pay period from the employee's salary. The Agency's payroll system will accumulate all amounts withheld per pay period and prepare and forward to the Treasury Disbursing Office a Standard Form (SF) 1166, Voucher and Schedule of Payments, for a single payment in the amount of the total accumulated deductions. In addition, the Agency's payroll system will generate and forward to the Union a detailed report by Region listing each employee, the employee's address, Social Security Number and amount withheld in support of the amount remitted each pay period. The Agency's

payroll system will also record accumulated year-to-date (pay year) totals for each individual's deductions and will cease taking deductions when the amount deducted would cause the year-to-date total deduction to exceed \$5,000. If desired, the list will be provided on magnetic tape. However, it will be the Union's responsibility to provide or pay for a blank tape.

Section 6. Responsibilities.

a. Employee

1. Completes voluntary deduction election form designating the institution and amount to be regularly withheld.
2. Ensures that the deduction has been initiated and is for the correct amount on his/her leave and earnings statement.

b. The Union

1. Verifies employee's eligibility to elect voluntary deduction.
2. Forwards all validated election forms to the employee's payroll processing center.
3. Promptly notifies the payroll processing center when an employee is no longer eligible to participate in the program.
4. Provides refunds to employees for amounts erroneously deducted.

c. Payroll Processing Center

1. Promptly processes all voluntary deduction election forms and cancellation requests.
2. Informs employee of any problems with processing the voluntary deduction.
3. Returns to the Union any voluntary deduction forms that cannot be processed.

d. Payroll Operations Branch

1. Ensures voluntary deductions are withheld by the Agency's payroll system and are remitted to the Union.
2. Verifies amounts withheld by Agency's payroll system and remitted to the Union equals the supporting detail report.

Section 7. Miscellaneous.

- a. Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing or canceling a voluntary deduction.
- b. In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.
- c. Payroll processing centers will be responsible for canceling and reestablishing the voluntary deduction when an employee transfers between payroll processing centers.

ARTICLE 13

**UNION PUBLICATIONS AND INFORMATION AND USE OF
EMPLOYER'S FACILITIES**

Section 1. The Employer shall provide a separate bulletin board for posting of Union materials at all air traffic facilities within the unit in non-work areas frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense. The Parties at the local level will determine the exact location and size of the Union bulletin board.

Section 2. The Union or any of its representatives/agents may distribute material to employees in non-work areas at non-work times. All non-Agency representatives/agents must adhere to facility access procedures.

Section 3. The principal Facility Representative and/or his/her designee shall be given reasonable access to FAA telephone lines

and copy machines for the purpose of conducting official labor relations business regarding grievances and other representational matters. Government telephone lines shall not be used to conduct internal Union business.

Section 4. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union acquired publications.

Section 5. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Employer determines one is available. The Employer shall make a reasonable effort to provide excess desks, chairs, file cabinets or other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Employer in terms of suitability from the standpoint of decor. The Employer reserves the right to withdraw from such space arrangements whenever the space is required.

Section 6. If a Union mail receptacle does not presently exist, the Employer shall permit the Union to install an acceptable mail receptacle in a place mutually agreed upon by the Parties. When possible, the Union mail receptacle shall be in a location accessible to the Union at all times. The Union may send mail at Union expense, to the principal Facility Representative, at the facility address. The Employer assumes no responsibility for such mail, however the Employer recognizes their obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

Section 7. The Employer shall provide lockers for all employees which are capable of being locked. The Employer agrees that, except where there is probable cause to suspect criminal activity, the Employer shall not inspect lockers unless the employee and a

Union representative have been given the opportunity to be present.

Section 8. The Employer shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other facility requirements. These meetings shall take place during the non-duty or non-work hours of the employees involved. On duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

Section 9. When a Union representative is performing representational duties under this Agreement, the Employer shall make every reasonable effort to provide meeting space which will protect the confidentiality of any discussion.

Section 10. Union representatives may mail material to Management officials through the FAA internal mail system. In those facilities where the Union does not have a resident Facility Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

Section 11. The Employer shall provide mail slots/boxes for all employees. Normally, employees should not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

Section 12. The Union shall be permitted to place Union reading binders adjacent to FAA general information reading binders. The binders shall be clearly identified as Union materials. These binders are non-operational and shall not be read on operating positions.

ARTICLE 14

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The facility manager or his/her designee shall notify the Union's principal Facility Representative within fifteen (15) days whenever a bargaining unit employee is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

Section 2. Within thirty (30) days of the Union's request, the Employer shall furnish to the Union, at the regional or local level, a listing by facility of the name, classification, title, and grade of each employee covered by this Agreement. The Employer shall comply with up to two (2) such requests for each facility within any twelve (12) month period. Every six (6) months, the Employer shall furnish the Union's national office with a computer disk containing the following information concerning employees in the bargaining unit: name, classification, title, grade, facility, and region of assignment.

Section 3. The Employer agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the local representing him/her and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

ARTICLE 15

USE OF OFFICIAL GOVERNMENT TELEPHONES

Section 1. If an employee is required to be held over for official business, the Employer shall permit the employee to notify his/her home via government telephone.

Section 2. The employee shall have reasonable access to unrecorded telephones provided they are presently installed.

Section 3. Employees at their duty location shall have reasonable access to government telephones, to make one (1) brief personal

call each day over the commercial long distance network (toll-calls) if the calls are not charged to the government.

Section 4. If an employee is required to remain in a travel status beyond his/her scheduled itinerary, the Employer agrees to permit the employee to notify his/her home via government or commercial telephone.

Section 5. When an employee is in a travel status for two (2) or more consecutive nights, he/she will be authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee will be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

Section 6. When it is known in advance that one (1) or more persons will be on line for any reason, all parties to the call shall be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speaker phones.

Section 7. Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

Section 8. The Employer shall notify employees of all recorded outside telephone lines within their facilities.

Section 9. When a telephone call is being made under the provisions of this Agreement, the telephone line shall not be monitored.

Section 10. The Employer shall accept collect calls of an emergency nature to facility management from employees. The

Employer shall also accept collect calls from employees engaged in Liaison and Familiarization Training when they have been bumped from a flight. When the Employer directs the employee to call the facility the Employer shall bear the expense of such call.

ARTICLE 16

AGENCY DIRECTIVES

Section 1. The Federal Aviation Personnel Manual (FAPM) and Personnel Reform Information Bulletins (PRIBs) shall be maintained at all air traffic facilities, and shall be made available during normal administrative office hours for use by unit employees. Manuals may not be removed from the facility. After normal administrative hours, the Employer shall make every reasonable effort to make such information available to the principal Facility Representative or his/her designee.

Section 2. The national and regional offices of the Union shall be provided a copy of the FAPM, PRIBs, all national FAA terminal and enroute operational and administrative orders and notices, and all FAA orders and notices which relate to personnel policies, practices and working conditions of employees in the bargaining unit. The national and regional offices of the Union shall be placed on the Washington distribution lists for future issuances of such orders and notices. If available, and requested by the Union, this information shall be provided in a CD-ROM format. Upon request, the Employer shall provide the Union a hard copy of any of the above referenced material.

The Employer shall annually provide the national and regional offices of the Union a complete listing of the documents identified in this Section. If available, and requested by the Union, the information will be provided in a CD-ROM or electronic format, or in hard copy form. There will be no restrictions on the Union's ability to copy and distribute this information, at its own expense, to any and all of its representatives.

Section 3. In each FAA region, the Union's Regional Vice President for that region shall be provided with a copy of that region's terminal and enroute facility operational and administrative orders and notices, and all of that region's orders and notices which relate to personnel policies, practices and working conditions of employees in the bargaining unit. The Union's Regional Vice President shall be placed on that region's distribution list for future issuances of such orders and notices.

Section 4. The facility manager shall provide access to orders, directives and/or manuals maintained in the facility, be they on national, regional or local level, to the local Union representative during normal business hours. When the facility has copying equipment, the Union shall have the right to copy such material for representational purposes at no cost to the Union.

ARTICLE 17

POSITION DESCRIPTIONS

Section 1. The Parties recognize that expanding the knowledge and experience of bargaining unit employees is essential to meeting the changing demands on the system.

Section 2. The Parties at the national level shall discuss and review all bargaining unit position descriptions annually.

Section 3. Each employee covered by this Agreement shall be provided a position description which accurately reflects the duties of his/her position. Position descriptions shall be consistent throughout the Agency for facilities of equal classification and similar function. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under Article 9 of this Agreement.

Section 4. The primary duties of bargaining unit employees are those directly related to the control and separation of aircraft. The

Employer retains the right to assign work; however, other duties assigned by the Employer shall normally have a reasonable relationship to the employee's official position description. A reasonable relationship does exist for the technical functions associated with training, briefings, quality assurance, and the technical functions of staff support specialists. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

Section 5. All proposed changes to the position description of bargaining unit members shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

ARTICLE 18

CONTROLLER-IN-CHARGE (CIC)

Section 1. The CIC is intended to provide watch supervision for the continuous operation of a facility or area where a supervisor is not available. Assignments of employees to CIC duties are used when necessary, to supplement the supervisory staff.

Section 2. When assigned CIC duties, an employee shall be given sufficient authority to fulfill the responsibilities of the assignment. General guidance and goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

Section 3. CIC premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of hours during which the employee is assigned CIC duties. This premium pay is paid in addition to any other premium pay granted for overtime, night, or Sunday work and in addition to hazard pay differential.

Section 4. Prior to being designated as a CIC, an employee shall have been facility/area rated/certified for at least six (6) months

and shall be operationally current. A Union representative shall be a member of the panel designated by the Employer to recommend CIC candidates. The panel shall forward its recommendations to the Employer or his/her designee for selection. The Employer retains the right to select Controllers-in-Charge.

Section 5. Employees who are not selected to be a CIC, upon request, shall be advised of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for the CIC position shall be identified.

Section 6. At facilities where CIC duties are performed, bargaining unit employees shall complete the national CIC training course prior to assignment of such duties.

Section 7. Each facility shall maintain a roster of bargaining unit employees qualified to perform CIC duties. When CIC duties are to be performed, assignments shall be made on an equitable basis.

Section 8. When other qualified bargaining unit employees are available, Union representatives shall not be required to perform CIC duties.

ARTICLE 19

HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

Section 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty shall notify their facility as soon as possible. Employees who are unable to report for duty shall be granted excused absence at the time of their request, subject to the review process in Section 2. If requested, employees shall provide information that supports their

request for excused absence as soon as feasible after returning to duty. Examples of information are:

- a. oral or written statements
- b. conditions that the employee encountered
- c. a synopsis of efforts made
- d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the employee from reporting to the facility or compelled the employee to safeguard his or her family against such phenomena.

Section 2. When deciding to sustain or rescind excused absence(s) granted in Section 1, the Employer, during joint review with the Union, shall consider reports from the employee, civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closings at other area government facilities.

Section 3. When the Employer at the local level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released as soon as possible as operational requirements permit. Volunteers to remain on duty shall be utilized to the extent possible.

Section 4. The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties at the facility may review existing facility emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 5. At facilities not in continuous operation, the Parties at that level shall negotiate procedures that employees shall use to

notify the Employer in the event that they are unable to report on the opening shift. The procedures shall also establish the method the Employer will use to notify employees in the event that they are not required to report for duty due to hazardous geological/weather conditions.

ARTICLE 20

PERFORMANCE STANDARDS AND APPRAISALS

Section 1. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

Section 2. The Parties agree that performance standards are written for the primary duties and responsibilities described in the position description and must be used as the only basis for comparing the employee's actual job performance against the requirements (duties and responsibilities) of the position.

Section 3. Members of the bargaining unit shall be rated by their first-line supervisor.

Section 4. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

Section 5. At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in

one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor should also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. When the employee's performance is unacceptable the Employer shall afford the employee a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

As part of the employee's opportunity to demonstrate acceptable performance, the supervisor shall write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Employer will do to assist the employee.

Every thirty (30) days during the period for improving performance, the supervisor shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement. Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to attain an acceptable level of competence.

Section 6. The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in employee performance appraisals.

Section 7. Employees who are not selected to be on-the-job training instructors (OJTIs) shall not be rated based on the OJTI function.

ARTICLE 21

RECOGNITION AND AWARDS PROGRAM

Section 1. The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by rewarding their contributions to the quality, efficiency, or economy of government operations. The Employer agrees to consider granting a cash, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis of:

- a.** adoption or implementation of a suggestion or invention;
- b.** significant contributions to the efficiency, economy, or improvement of government operations;
- c.** exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
- d.** recurring exemplary service; e.g., performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;
- e.** exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;
- f.** creative or innovative methods used to make work processes or results more effective and efficient;
- g.** productivity gains;
- h.** performance as reflected in the employee's most recent rating of record. The granting of an award for rating of record shall be based on an employee's basic rate of pay including locality-based comparability pay and interim geographical adjustment; or

-
- i. unusual situations such as flight assists, gear saves, averting landings on the wrong runway, averting runway crossings when such clearances are not issued, and any other situation in which a controller's efforts go beyond his/her normal duties as an air traffic controller.

The Parties agree that this list is meant to be an example but is not all inclusive.

An award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee.

The Employer will inform the Union, at the national level, of the total amount spent on awards for the bargaining unit and the remainder of the Air Traffic Service within one month of the end of the fiscal year.

Section 2. The Employer shall notify the principal Facility Representative or his/her designee, in writing, when a bargaining unit employee receives an award. At a minimum the notification shall include the employee's name and type of award.

Section 3. The Parties at the facility level agree to meet annually to discuss the recognition and awards program at the local level.

Section 4. The Parties agree that a critical component of any effective quality assurance program is problem prevention. The Parties further agree it is desirable to identify and correct deficiencies and to recognize successes in the area of Operational Error and Operational Deviation prevention. Therefore, the Parties at the local level shall meet to develop an operational error/deviation reduction program in accordance with FAA Order 7210.56.

Section 5. The awards program shall not be used to discriminate against employees or to effect favoritism.

ARTICLE 22

EMPLOYEE RECORDS

Section 1. Material placed in an employee's Official Personnel File (OPF)/Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) shall comply with Federal Personnel Manual requirements and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility. Those records maintained by the Employer under a system of records pursuant to the Privacy Act shall be the only records kept on the employee. Where required by law, rule or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be given copies of all FAA initiated material which is placed in his/her OPF/EPF. Copies of materials in other FAA files may be obtained in accordance with Section 11 of this Article.

Section 2. There shall be maintained only one OPF/EPF for each employee in the bargaining unit. The OPF/EPF shall be located in the appropriate Human Resource Management Division. The employee and his/her designated representative is entitled to review his/her OPF/EPF, Medical, Security, Training folder or DOT/FAA file in the presence of a management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable laws, rules and regulations.

Section 3. Upon an employee's written request, his/her OPF/EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, or a true and certified copy thereof, shall be forwarded to his/her facility, except for material restricted by law, rule or regulation. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed

elsewhere for official Agency business. In those cases, the employee will be notified why the file was not available. The employee and/or, upon his/her written authorization, his/her Union representative, will be permitted to examine the employee's folder/files, on duty time, if otherwise in a duty status, as forwarded to the facility, in the presence of a management official.

Section 4. Letters of reprimand and documents related to them shall be retained in the OPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents shall be removed. In the event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed. Any reference to a letter of reprimand which has been expunged from the OPF must be removed from the Employee Record Card, SF-7B card.

Section 5. Access to an employee's OPF/EPF Medical and Security file shall be granted to other persons only as authorized by law and OPM regulation. The Employer shall maintain a log of all persons, outside the Civil Aviation Security and Human Resource Management offices, who have accessed an employee's OPF/EPF or Security file in the performance of their duties. If no such log currently exists, it will be generated and filed in the employee's OPF/EPF or Security file at the time the first request for access to his/her file is received and granted. This includes those files maintained at the employee's facility except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a management official.

Section 6. An employee, pursuant to OPM regulations, may request that a record maintained by the Employer be corrected or amended if he/she believes the information is incorrect. The Employer will advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee

who attempts unsuccessfully to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

Section 7. In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Employer shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Employer's reasons for not making the amendments.

Section 8. Use of the Employee Record Card, SF-7B card, shall be optional at each facility. Employees shall be notified in writing, normally within five (5) calendar days after any notation on his/her SF-7B for which the employee would not otherwise receive documentation. Employees shall, upon request, be provided access to the SF-7B card consistent with applicable law and regulations. The provisions of Section 7 regarding corrections or amendments are also applicable to the Employee Record Card.

Section 9. Personal records, notes or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- a. They are kept and maintained for the supervisors personal use only.
- b. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
- c. They are not under the control of the FAA in any way or required to be kept by the FAA.
- d. They are kept or destroyed solely as the supervisor sees fit.

Such records, notes or diaries are not to be regarded by the supervisor as a “secret black book” to use against employees (i.e., notes should include the praiseworthy acts of employees as well as problems). They are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting in career development, and similar day-to-day responsibilities.

Such records, notes or diaries shall not be used as a basis to support the following:

- a. a performance evaluation of less than fully successful;
- b. the denial of a career ladder promotion;
- c. the denial of a within-grade increase;
- d. disciplinary or adverse actions;

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed fifteen (15) days, after it has been determined that the information will be used for such purpose, and within a sufficient amount of time before it is used. If an employee is shown a note, record, or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

Section 10. In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the Security file shall not be released or shared without the express written authorization of the employee, except pursuant to 5 USC 552a(b) and 5 CFR 297.401.

Section 11. Each employee, upon written request, and/or his/her designated representative, upon written authorization, shall be allowed to prepare an itemized listing and/or copy, in the presence

of a management official, any/all of the OPF/EPF, SF-7B card, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

ARTICLE 23

LIAISON AND FAMILIARIZATION TRAVEL

Section 1. All enroute and terminal bargaining unit members who are certified on a minimum of two (2) operational control positions excluding clearance delivery and flight data in ATCTs are eligible to participate in the national standardized familiarization program. When a specialist achieves eligibility he/she is not again required to meet this provision.

Section 2. The national standardized program shall include standards and procedures pertaining to familiarization flying in air carriers, military aircraft and private aircraft. (Air Carrier includes any commercial, air taxi, or commuter flights under Title 14 CFR Parts 121, 135, or 298.) No facility or regional office of the Employer shall add, delete or in any way alter the standardized familiarization program. Both Parties recognize the desirability of familiarization flying as a training program and that it is intended solely to acquaint control personnel with the cockpit environment and to enable them to observe the operation of the air traffic system first hand.

Section 3. The Parties recognize that cockpit familiarization travel in air carriers involves internal regulations and procedures of individual air carriers. Matters beyond the purview of the Employer include, but are not limited to, number of trips per air carrier per year, dress code in the cockpit, eligibility for participation and procedures for application to participate. The Parties recognize that any air carrier may suspend or abridge their participation in the familiarization program at any time and that the Employer has no authority to direct the conduct of the program by individual air carriers.

Section 4. The Parties recognize that military and private operators specify their own internal regulations and procedures governing flight familiarization by employees and that such regulations and procedures are beyond the purview of the Employer to alter, except in the case where the stated procedures are contrary to the Employer's requirements for employees' participation.

Section 5. If an employee is assigned duties at the outbound destination as part of the familiarization trip, the employee shall be placed in official travel status and paid per diem. Approved familiarization visits to ATC facilities and regional offices at the outbound destination to observe the use of new equipment, facility operations and procedures, etc., during duty days are not assigned duties but shall entitle the employee to be in a duty status during his/her regularly scheduled shift. Both Parties recognize that the standard government travel regulations require that employees be placed on official travel status when assigned duties at the destination, and further, that budgetary limitations govern the approval of familiarization travel involving assignment of official duties.

Section 6. The Employer may approve a familiarization trip for duty days, approved leave days, and regular days off in any combination. Prior to the familiarization trip, any eligible employee may request to substitute duty time for his/her approved annual leave for the purposes of this Article. The Employer shall make every effort to allow familiarization flights to be conducted on duty time.

Section 7. The national standardized program shall include provisions for one (1) foreign overseas trip per calendar year. Foreign overseas travel under this Section shall be accomplished and charged as a non-duty trip. Employees eligible under this Article may also travel to overseas domestic locations, but such travel will not be considered as foreign overseas travel. For the

purposes of this Agreement, trips to Canada and Mexico shall be considered overseas domestic.

Section 8. Use of different air carriers or the same air carrier for different segments on the same familiarization trip is authorized.

Section 9. Each employee shall be limited to not more than one (1) familiarization trip per air carrier per calendar year, except when a carrier has indicated it will allow more than one (1) trip per year. Not more than five (5) trips shall be accomplished utilizing duty time. Specifically, when duty time is included as part of any trip, that trip shall be considered as one (1) of the five (5) duty time trips in this Section. Duty familiarization trips may be approved even though overtime is being used in the facility, provided the overtime is not specifically scheduled to cover for the individual taking the trip. Employees are entitled to a maximum of eight (8) domestic/overseas domestic trips per calendar year.

Section 10. Eligible specialists may commute a reasonable distance to make use of the allowable trips authorized under Section 9 of this Article. Such commuting trips shall be at no expense to the government. If commuting is involved on any of the five (5) duty trips, the employee shall commence his/her familiarization travel within eight (8) hours of the time he/she departs his/her duty station. The employee shall be released from his/her facility and will be considered on duty time for up to two (2) hours so as to reasonably arrive at the departure airport one (1) hour prior to the proposed departure time.

Section 11. All familiarization trip requests must be submitted to the facility sufficiently in advance to permit three (3) administrative days for internal processing. This is in addition to the advance notice required by the air carrier and time for mailing.

Section 12. Familiarization flights are on-the-job training. An employee traveling on such a flight on his/her regularly assigned duty day receives the same premium pay he/she would have

received had he/she worked his/her regular shift. An employee shall be considered on duty time for one (1) hour prior to the proposed departure time until one (1) hour after the actual arrival time at the final destination, if otherwise in a duty status. An employee is not entitled to premium pay, overtime, or compensatory time/credit hours when traveling on off-duty days.

Section 13. All familiarization travel shall be subject to the approval of the Employer. Such approval will be governed by the operational and staffing requirements of the facility.

ARTICLE 24 ANNUAL LEAVE

Section 1. Employees are entitled to annual leave with pay that accrues as follows:

- a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service,
- b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service,
- c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

Section 2. Except for those facilities where a leave exigency exists, employees shall be authorized the use of the leave they are entitled to earn within a leave year at any time during the leave year. All employees shall be afforded the opportunity to take two (2) consecutive weeks annual leave each year.

Section 3. Annually, prime time leave periods shall be negotiated at the local level so as to allow a minimum of two (2) consecutive or non-consecutive weeks of annual leave during prime time for all bargaining unit employees. The procedures for selecting,

scheduling and relinquishing of prime time leave shall be negotiated at the local level.

Section 4. Conflicting prime time leave requests of bargaining unit employees shall be resolved by seniority.

Section 5. Non-prime time leave is annual leave that is requested utilizing other than the prime time leave bidding procedure negotiated under Section 3, and prior to the schedule being posted. Non-prime time leave requests shall be recorded and approved/disapproved as soon as practicable after the request is made or as mutually agreed upon at the local level. Approval/disapproval shall not be subject to conditional circumstances. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis. The Parties, at the local level, shall establish the method for recording non-prime time leave requests.

Section 6. Annual leave requested for any period during a posted watch schedule, for the shift being worked, shall normally be approved/disapproved within thirty (30) minutes of the request being made. Leave requests for future shifts shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval shall not be subject to conditional circumstances. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received. The Parties, at the local level, shall establish a secure method for recording leave requests.

Section 7. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 8. Unless operational requirements do not permit, bargaining unit employees may be authorized the use of all accumulated leave.

Section 9. An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift which he/she would have worked, if the annual leave had not been scheduled, unless operational requirements dictate or allow assignment to a different shift.

Section 10. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

Section 11. Employees shall not be required to provide reasons for annual leave requests.

Section 12. Unless otherwise negotiated locally, all annual leave requests shall be submitted on an SF-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee.

Section 13. Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the Agency, the determination may not be made by an official whose leave would be affected by the decision. The Employer will notify the Union, at the national level, when the Employer makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Employer shall provide, in writing, within fourteen (14) days, the justification the Employer used in determining the need for the facility to be placed in a leave exigency status. If the Employer determines that an emergency exists at a facility not covered by a leave exigency, which precludes an employee from using appropriately scheduled use-or-lose leave, such leave shall be retained by the employee.

Section 14. In the event a leave exigency exists, the Parties, at the local level, shall negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among bargaining unit employees.

Section 15. In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

Section 16. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

ARTICLE 25

SICK LEAVE

Section 1. An employee shall earn sick leave at a rate of four (4) hours a pay period.

Section 2. Sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties. Under circumstances involving a contagious disease which requires restriction of movement, isolation, or quarantine of a member of an employee's immediate family, for a specified period, as prescribed by the public health authorities having jurisdiction, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her co-workers. Unless prohibited by operational requirements, sick leave for routine medical, dental or optical examination or treatment shall be granted provided it is requested in advance. Requests for unanticipated sick leave shall be made as soon as possible, prior to the scheduled starting time of the employee's shift. However, if the degree of illness or injury prevents such notification, the employee will notify the facility as soon as possible. In cases of extended absences, and when an employee

provides the Employer with a tentative return to work date, he/she shall only be required to notify the Employer on the first day of each occurrence of illness and shall not be required to call in on a daily basis, unless specifically required by the Employer.

Section 3. Employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) days or less. An employee shall be required to furnish a medical certificate for absences of more than four (4) workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement shall be accepted as supporting evidence by the supervisor.

Section 4. The number of hours of sick leave used shall not, in and of itself, constitute just and sufficient cause for sick leave counseling.

Section 5. In individual cases, where there is just and sufficient cause to believe an employee may be abusing sick leave, the employee may be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. When it has been determined by the Employer that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

Section 6. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

Section 7. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

Section 8. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 9. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 10. Each employee shall be entitled to an advance of up to thirty (30) days sick leave, for serious disability or ailment, except when:

- a. it is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
- b. he/she has filed or the Agency has filed an application for disability retirement;
- c. he/she has signified his/her intention of resigning for disability.

The absence because of illness must be for a period of two (2) or more consecutive workdays, but the actual advance of sick leave may be for all or any part of the total absence.

Section 11. When an employee becomes seriously ill or injured at work, the Employer shall arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Employer shall notify the employee's family or designated party of the occurrence and location of the employee.

Section 12. When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

Section 13. Federal Employees Retirement System (FERS) employees shall be eligible upon retirement for a Sick Leave Buy Back option as follows:

An employee who attains the required number of years service for retirement shall receive a lump sum payment for forty (40) percent of the value of his or her accumulated sick leave as of the effective date of their retirement.

Section 14. The Parties agree that employees are covered by the Federal Employees Family Friendly Leave Act (FEFFLA).

ARTICLE 26

LEAVE FOR SPECIAL CIRCUMSTANCES

Section 1. In the event of a death in an employee's family, ten (10) days of annual leave or leave without pay (LWOP) shall be granted. For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/mother/sister/ brother/son/daughter, half-brother, half-sister, and life or domestic partner.

Section 2. Requests for annual or sick leave for emergencies involving illness or injury in the family shall be given priority.

Section 3. Requests for annual leave to observe the Sabbath, or any other religious, ethnic holiday, or the employee's birthday shall be granted, unless operational requirements do not permit.

Section 4. Employees shall be entitled to leave as set forth in 5 USC Sections 6321, 6323 and 6326, as amended in 1996.

Section 5. To the extent operational requirements permit such accommodation, an employee whose personal religious beliefs require the abstention from work during certain periods of time may, after advanced approval by the employee's supervisor, elect

to engage in overtime worked for time loss for meeting those religious requirements. Any employee who so elects shall be granted equal compensatory time off from the employee's scheduled tour of duty (in lieu of over time pay) for such religious reasons, notwithstanding any other provision of law. Requests for compensatory time off for religious observances shall be granted unless to do so would interfere with the Employer's ability to efficiently carry out the mission of the agency.

Section 6. Upon request, an employee is entitled to a total of twelve (12) administrative work weeks of leave without pay (LWOP) during any twelve (12) month period for one (1) or more of the following reasons:

- a. birth of a son or daughter and care of the newborn;
- b. the placement of a son or daughter with an employee for adoption or foster care;
- c. care for spouse (including pregnancy related medical conditions), son, daughter, or parent with a serious health condition;
- d. serious health condition (including pregnancy related medical conditions) of an employee that makes the employee unable to perform duties of his or her position.

Additional leave beyond the initial twelve (12) weeks in any twelve (12) month period shall be subject to operational requirements and available resources. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this section.

Section 7. Unless operational requirements do not permit, employees shall be granted annual leave, or LWOP to care for members of their families under the following circumstances where an employee:

-
- a. is needed to aid/assist in the care of his/her minor children whose care provider is temporarily unable to provide care; or
 - b. must accompany a family member to medical appointments.

Section 8. Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 9. The Employer shall provide employees with seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone-marrow or organ donor.

Section 10. Leave taken under this Article shall be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

ARTICLE 27

JURY DUTY AND COURT LEAVE

Section 1. Performance of jury duty is considered a basic civic responsibility of all employees. Accordingly, it is not appropriate to initiate a request to defer or excuse employees summoned to serve in either Federal or State Courts except in cases of the employee's illness or physical disability. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance. There may occasionally arise urgent and extreme cases not involving the employee's illness or physical disability where a request to defer or excuse an employee may be appropriate. These must be determined on an individual basis.

Section 2. If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday,

Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest.

Section 3. At the request of an employee who has been granted court leave, the employee's regular days off shall be changed to coincide with jury service days off. This change of an employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for the rescheduled tour of duty.

Section 4. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any party where the United States, the District of Columbia, or any State, or local government is a party, in the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, the employee is entitled to court leave during the absence.

Section 5. When summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, an employee is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or State or local

government, shall be granted annual leave or LWOP for the absence as a witness.

Section 6. An employee receiving court leave or an absence in an official duty status must show the order or subpoena which required his attendance in court signed by the clerk of courts or other appropriate official.

ARTICLE 28 HOLIDAYS

Section 1. The following are legal holidays:

New Year's Day - January 1

Martin Luther King, Jr.'s, Birthday - third Monday in January

President's Day - third Monday in February

Memorial Day - last Monday in May

Independence Day - July 4

Labor Day - first Monday in September

Columbus Day - second Monday in October

Veterans' Day - November 11

Thanksgiving Day - fourth Thursday in November

Christmas Day - December 25

Any other legally declared applicable Federal holiday

Section 2. When a holiday falls on an employee's regular day off, the following days shall be observed in lieu of the actual holidays:

Scheduled Five Day Workweek

Scheduled Days Off	Day Actual Holiday Falls On	Day Observed in Lieu of the Actual Holiday
SATURDAY - SUNDAY	SATURDAY SUNDAY	PRECEDING FRIDAY FOLLOWING MONDAY
SUNDAY - MONDAY	SUNDAY MONDAY	FOLLOWING TUESDAY PRECEDING SATURDAY
MONDAY - TUESDAY	MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SUNDAY
TUESDAY - WEDNESDAY	TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING MONDAY
WEDNESDAY - THURSDAY	WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING TUESDAY
THURSDAY - FRIDAY	THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING WEDNESDAY
FRIDAY - SATURDAY	FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING THURSDAY

Scheduled Four-Day Workweek

Scheduled Days Off	When Actual Holiday Falls On	Day Observed in Lieu of the Actual Holiday
SUNDAY	SUNDAY	FOLLOWING WEDNESDAY
MONDAY	MONDAY	PRECEDING SATURDAY
TUESDAY	TUESDAY	PRECEDING SATURDAY
MONDAY	MONDAY	FOLLOWING THURSDAY
TUESDAY	TUESDAY	PRECEDING SUNDAY
WEDNESDAY	WEDNESDAY	PRECEDING SUNDAY
TUESDAY	TUESDAY	FOLLOWING FRIDAY
WEDNESDAY	WEDNESDAY	PRECEDING MONDAY
THURSDAY	THURSDAY	PRECEDING MONDAY
WEDNESDAY	WEDNESDAY	FOLLOWING SATURDAY
THURSDAY	THURSDAY	PRECEDING TUESDAY
FRIDAY	FRIDAY	PRECEDING TUESDAY
THURSDAY	THURSDAY	FOLLOWING SUNDAY
FRIDAY	FRIDAY	PRECEDING WEDNESDAY

Scheduled Days Off	When Actual Holiday Falls On	Day Observed in Lieu of the Actual Holiday
SATURDAY	SATURDAY	PRECEEDING WEDNESDAY
FRIDAY	FRIDAY	PRECEDING THURSDAY
SATURDAY	SUNDAY	FOLLOWING MONDAY
SUNDAY	SATURDAY	PRECEDING FRIDAY
SATURDAY	SATURDAY	PRECEDING THURSDAY
SUNDAY	SUNDAY	FOLLOWING TUESDAY
MONDAY	MONDAY	PRECEDING FRIDAY

When an employee works a holiday or day in lieu of a holiday, he/she shall be entitled to pay at the rate of his/her basic pay, plus premium pay at a rate equal to the rate of his/her basic pay, for that holiday work which is not in excess of eight (8) hours or is not overtime work as defined by 5 USC 5542(a). Holiday pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential. An employee on holiday leave shall be entitled to his/her basic rate of pay for that time during which the employee is on holiday leave.

Section 3. Unless operational requirements do not permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request. The procedures for approval of holiday leave requests shall be negotiated at the local level. Upon request of the

Union, approval shall be according to seniority, which will be determined by the Union.

Section 4. Watch schedules on days in lieu of holidays shall not be changed so as to avoid payment of holiday pay. Specifically, employees qualified to work and whose normal schedule calls for them to perform operational duties will not be placed on holiday leave on a day in lieu of a holiday without their consent.

Section 5. If the actual holiday falls in the middle of the employee's workweek, the Employer at an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession unless operational requirements do not permit.

Section 6. A list of employees assigned to work actual holidays shall be posted at least twenty-eight (28) days in advance and these assignments, once posted, shall not be changed without the consent of the employee(s) involved. Subsequent requests for holiday leave shall be approved/disapproved during the shift on which the request is made. Approval/disapproval shall not be subject to conditional circumstances.

Section 7. Watch schedules on actual holidays shall not be reduced unless the Employer determines that anticipated activity will be substantially below normal non-holiday traffic levels. This applies to employees whose normal schedule calls for them to perform operational duties.

Section 8. In making the decision to reduce the watch schedule or require employees to take holiday leave, the Employer shall consider the previous year's statistics and information from local aviation activities. The decision making process involves comparing the traffic activity forecast to historical data for like non-holiday days immediately surrounding the previous year's holiday (i.e., if the upcoming holiday is on a Monday, the comparison is made to non-holiday Mondays). At a minimum,

four (4) of the above referenced days on each side of the previous year's holiday shall be used. Increase/decrease from the previous year's facility traffic count shall also be a factor in the deliberations.

ARTICLE 29 EXCUSED ABSENCES

Section 1. For the purposes of this Agreement, excused absence is defined as an employee's absence from duty and duty station without loss of, charge to, or reduction of an employee's leave, pay or benefits.

Section 2. Employees may be allowed up to four (4) hours excused absence based on operational requirements in connection with each blood or platelet donation. If proof of attendance is required, employees shall be notified in advance.

Section 3. Employees may be granted excused absence for brief tardiness of up to one (1) hour when the employee provides acceptable justification.

Section 4. In accordance with Agency directives, excused absence may be made available for other circumstances, such as voting and home leave.

Section 5. Up to sixty-four (64) hours of excused absence shall be granted for arrangements incident to a change in the employee's official post of duty regardless of whether or not the residence is being relocated. Employees will provide justification for the use of this time. This Section is not inclusive of any time provided for "house hunting".

ARTICLE 30 PRENATAL/INFANT CARE

Section 1. When employees request, they shall receive an uninterrupted period of leave for up to six (6) months for prenatal/infant care needs.

Section 2. Subject to operational requirements, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 26, Section 6. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days notice, when unforeseen operational requirements necessitate a return to duty.

Section 3. During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, compensatory time, and/or LWOP, to the extent that annual, sick leave, and/or compensatory time is available. Advance sick leave may not exceed thirty (30) days.

Section 4. During the period of leave under this Article, retirement, time in grade coverage, health benefits and life insurance benefits will be continued to the extent permitted by applicable law and regulation.

Section 5. To the extent operational requirements permit, employees shall be allowed to work part-time to accommodate prenatal/infant care needs.

Section 6. The total entitlement under this Article shall be a maximum of twelve (12) months.

Section 7. The provisions of this Article shall apply to each instance of childbirth or infant adoption.

ARTICLE 31

CHILD CARE

Section 1. The Parties recognize the relationship of adequate child care to employee satisfaction and productivity and that this is mutually beneficial. However, the Parties further recognize that it

is not within the authority of the Employer to directly provide on-site child care at its facilities.

Section 2. In accordance with governing regulations, the Employer shall provide advice and assistance concerning employee child care. Such advice and assistance may include conducting needs assessment surveys, maintaining information about private child care facilities available to employees and maintaining information about tuition assistance programs.

Section 3. In accordance with governing regulations, the Employer may provide suitable government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near the Employer's facilities.

When any facility is constructed and there will be at least fifty (50) employees in the facility, the Employer shall conduct a needs assessment survey to determine the feasibility of establishing a child care facility. The Employer shall compile a list of other government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA.

If requested, the Union shall be involved in all phases of this process.

Section 4. When work groups are formed for the purpose of establishing on-site or off-site child care facilities, the Union shall be entitled to name a representative on the group. The representative will be allowed duty time to participate in the activities of the group if otherwise in a duty status. If requested by the representative and operational requirements permit, the Employer shall change his/her days off to allow participation in a duty status for these purposes. If the Employer is unable to approve the change as specified above, the work group meeting will be rescheduled to a mutually agreeable time.

Section 5. If space is available, the Employer shall provide for the use of a private area in all of its facilities for employees who are breast-feeding their children.

ARTICLE 32

WATCH SCHEDULES AND SHIFT ASSIGNMENTS

Section 1. The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts and change in regular days off. The basic watch schedule must satisfy coverage requirements. Assignments of individual employees to the watch schedule are not considered changes to the basic watch schedule. Once posted, the basic watch schedule may not be renegotiated except for substantial operational reasons, or unless specifically requested by the Union. Permanent/rotating shifts and/or permanent/rotating days off are options which may be considered.

Section 2. Procedures for employees bidding and assignment to the basic watch schedule shall be negotiated by the Union and the Employer at the local level. Upon request of the Union, bidding and/or assignment to the basic watch schedule shall be according to seniority.

Section 3. The basic watch schedule shall be posted at least one (1) year in advance.

Section 4. Assignments to the watch schedule shall be posted at least twenty eight (28) days in advance or for a longer period where local conditions permit. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to avoid such changes. Changes with less than seven (7) days notice shall not be made for the purpose of avoiding payment of overtime, holiday or other premium pay. When the Employer determines that overtime will not be used, the Employer shall use the following alternatives to the extent feasible prior to making the

change to an employee's posted shift assignment with less than seven (7) days notice:

- a. employees who have volunteered to change shifts;
- b. employees who have volunteered to earn credit hours;
- c. personnel on permanent assignments that are required to maintain currency;
- d. line supervisors or staff;
- e. personnel on detail assignments;
- f. rescheduling of training.

In the event the above alternatives are found not to be feasible, the employee's posted shift assignment can be changed. Whenever an employee's shift is changed involuntarily, the affected employee shall be paid all differentials or premium pay to which he/she would otherwise have been entitled.

Section 5. The Employer shall approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange is consistent with operational requirements and does not result in overtime or violation of the basic work week.

The Employer shall approve the change of shifts and/or days off, provided the change is consistent with operational requirements and does not result in overtime or violation of the basic work week.

Section 6. The Employer shall establish a policy that shift adjustments for the purpose of continuing an employee's off duty education or professional training shall be handled on an individual basis. However, the Employer agrees that in no instance shall shift adjustments for this purpose interfere with the watch schedule rotation of any other employee at that facility, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting education shift

adjustment shall be responsible for obtaining the consent of all other employees affected.

ARTICLE 33

POSITION ROTATION AND RELIEF PERIODS

Section 1. Unless operational requirements do not permit, employees shall not be required to spend more than two (2) consecutive hours performing operational duties without a break away from operational areas. The supervisor is responsible for ensuring that breaks are administered in accordance with this Article.

In any facility where employees routinely spend more than two (2) consecutive hours on position without a break, the NATCA Regional Vice President and the Regional Air Traffic Division Manager shall meet to develop a plan to alleviate the problem.

Section 2. Breaks are defined as a period of time during which no duties are assigned.

Section 3. To the extent traffic volume and staffing levels within a facility on a given day permit, position assignments shall be rotated among the qualified employees. The Employer shall seek input from the Union with respect to the rotational plan that the facility will normally follow.

Section 4. First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals. In the event the employee is required to work during the fourth (4th) hour through the sixth (6th) hour of their shift without a minimum thirty (30) minute uninterrupted meal break, they shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of basic pay. If the employee requests and receives the meal break during some other period they will not be eligible for the missed meal premium pay.

Section 5. Since position rotation and breaks may be restricted or precluded during shifts with the majority of hours between 2330 and

0630 local time, breaks/assignments to less busy positions shall be accomplished in the last two (2) hours of the shift as soon as operational conditions permit.

ARTICLE 34

WORKING HOURS

Section 1. The basic workday shall consist of eight (8) consecutive hours and the basic workweek shall consist of five (5) consecutive days.

Section 2. On changing to daylight savings time, employees shall be afforded the opportunity to remain on duty for eight (8) hours.

Section 3. The Employer may change an employee's shift to an administrative schedule (eight and one-half (8 1/2) hour shift including an unpaid thirty (30) minute meal period) for the purpose of administrative travel or to accommodate official training, unless the employee is subject to operational recall. Employees will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. Employees who are disciplined for conduct offenses or are undergoing performance related training may be reverted to an administrative workday(s) shift to ensure closer supervision.

Section 4. Upon request of the Union, Alternate Work Schedules (AWS) shall be authorized in accordance with this Agreement.

Section 5. Participants in an AWS shall be employees who volunteer in writing.

Section 6. "Core time" means those designated hours and days during the biweekly pay period established by the Employer when an employee on certain flexible schedules must be present for work.

Section 7. AWS means:

- a. A minimum of seven (7) hours core time each workday.

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- b.** A maximum of one (1) flexible hour which must be worked each workday.
 - c.** Employees may vary start times on a daily basis only during the established flexible times.
 - d.** Employees scheduled to work Sunday midshifts may not flex into the previous day.
 - e.** At the union's request, maxiflex and compressed work weeks shall be negotiated at facilities that operate less than 24 hours/day.

Section 8. "Credit hours" are non-overtime hours worked under an AWS which are in excess of an employee's basic work requirement and which are worked at the election of the employee after approval by the Employer. Upon request of the Union, the Parties at the local level shall negotiate procedures for earning credit hours in conjunction with any particular shift(s) on a recurring basis, provided that the Employer may rescind such agreement with 28 days' advance notice. Employees may submit advance requests to earn credit hours. Employees may accrue and carry over credit hours into any pay period.

Section 9. The Employer shall not require employees to work additional hours or days for credit hours.

Section 10. Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests under Article 24 of this Agreement. When requested in advance, the employee may substitute credit hours for approved annual leave.

Section 11. The exchange of shift assignments for employees working an AWS shall be in accordance with Article 32, Section 5 of this Agreement.

Section 12. Participants in any AWS shall be bargaining unit employees who volunteer. All employees who volunteer and

subsequently participate will be expected to participate until their schedules are re-negotiated. An employee may be relieved from a AWS for hardship reasons. The reasons shall be set forth in writing to the Employer and the Union at the local level. Removals from AWS for hardship reasons shall be based on the merits of each case, and if found acceptable by the Employer, after direct discussion with the Union, employees shall be accommodated as soon as operational and scheduling requirements permit.

Section 13. Developmentals may participate in a AWS unless the Employer determines that it will adversely impact their training.

Section 14. If the Employer determines under the criteria established by 5 USC 6131 that any schedule established under the provisions of this Article has had or would have an adverse Agency impact, it will follow the provisions of 5 USC 6131 to seek termination of the schedule.

ARTICLE 35

PART-TIME EMPLOYMENT

Section 1. Part time career employment and job sharing opportunities can help employees balance personal needs with their professional responsibilities. It is the intent of the Employer to make part-time career employment opportunities available consistent with the Employer's resource and operational requirements, for employees who are full performance level controllers in their current facility. Denials of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for denials.

While the Union recognizes the statutory rights of the Employer with respect to the establishment of permanent part time positions, such positions have not previously existed. Should the Agency make the determination to establish part time positions as a condi-

tion of employment, this determination shall form the basis for negotiations under Article 7 of this Agreement.

Section 2. Except as provided in Section 3 below:

- a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week;
- b. the tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours per pay period and must include at least one (1) hour in each workweek;
- c. a part-time employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

Section 3. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period is not permitted for more than two (2) consecutive pay periods. This does not preclude changing the employee's work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

Section 4. The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work schedule.

Section 5. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

Section 6. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, within-grade increases, leave accrual rate and time-in-grade restrictions on advancement.

Section 7. A part-time employee shall accrue leave for each year of service in accordance with Articles 24 and 25 of this Agreement on a pro-rated basis.

Section 8. If a holiday falls on a day part-time employees are scheduled to work and the employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are not scheduled to work, the employees are not entitled to compensation. If the employees work during their scheduled hours on a holiday, they are entitled to holiday premium pay for those hours scheduled.

Section 9. Before an employee is assigned to a part-time position, the Employer will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay.

Section 10. Placement of part-time employees in the watch schedule rotation pattern will be negotiated between the facility manager and the local Union representative and shall not adversely impact the normal work schedule rotation pattern of full-time employees.

Section 11. Payment of overtime for part-time employees is authorized when the hours of work exceed forty (40) hours per work week, or eight (8) hours per day unless an AWS provides otherwise.

Section 12. Part-time employees shall be paid appropriate premium pay and differentials for hours worked.

Section 13. In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis shall be counted as a fraction which is determined by dividing forty (40) hours into the average number of hours of such employee's regularly scheduled work week.

ARTICLE 36

PAY ADMINISTRATION

Section 1. Promotions to positions within the unit including those resulting from facility classification changes shall be effected on the beginning of the first full pay period after the employee becomes fully eligible.

Section 2. When an employee becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

ARTICLE 37

BACK PAY

Section 1. In accordance with 5 USC Chapter 71, the Parties recognize the power of an appropriate authority to render a remedy in accordance with the provisions of 5 USC 5596.

ARTICLE 38

OVERTIME

Section 1. The facility manager shall maintain a roster of qualified bargaining unit employees who have indicated a desire to work overtime. When overtime work is to be performed, it shall first be made available to employees on the roster, on an equitable basis. In the event no employees on this roster can be reached, the Employer may require other unit employees to work the overtime. The roster and distribution of overtime provided for in this Article shall be available to facility employees. Employees must provide a telephone number where they may be reached. Any assignments to employees not listed on the roster shall be made on an equitable basis.

Section 2. If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the

employee will work the overtime. An employee may be relieved of an overtime assignment when, in the judgment of the Employer:

- a. the health or efficiency of the employee may be impaired; or
- b. personal circumstances make it impossible for the employee to perform the overtime duty.

Section 3. In the event of holdover overtime, the Employer shall notify the employee as soon as possible before the end of the employee's regular shift.

Section 4. Annual leave may be granted to any employee regardless of whether or not overtime work is being performed at the time by other employees on the shift.

Section 5. Overtime pay computations for non-exempt bargaining unit employees must be made solely in accordance with the Fair Labor Standards Act (FLSA) regulations in 5 CFR Part 551 and this Agreement. Employees are not eligible for overtime pay for work in excess of eight hours in an administrative workday, except in cases where they have been called in before the beginning, or held over beyond the end, of their scheduled shift. For the purpose of this provision, authorized leave, compensatory time used, and credit hours used are considered hours of work.

Section 6. Non-exempt employees shall receive base pay plus one-half of their regular rate for all FLSA overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 7. Except as otherwise provided for below, compensatory time off may not be substituted for overtime pay for regularly scheduled overtime work. At the request of an employee, the Employer may grant compensatory time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work. At the request of an employee, the Employer may grant compensatory time off from an employee's

basic work requirement under a flexible work schedule instead of payment for an equal amount of overtime work, whether or not irregular or occasional in nature.

If an employee has any entitlement to overtime pay under FLSA at the end of a work week, the Employer cannot require the employee to take compensatory time instead of overtime pay.

Section 8. Overtime shall not normally be canceled without seven (7) days notice. However, if an employee cancels or returns from annual or sick leave, any overtime scheduled to cover that absence may be canceled, provided that such overtime had been scheduled as a direct result of the returning employee's absence.

Section 9. When an employee is called in before or held over past his/her regularly assigned shift, he/she shall be guaranteed two (2) hours of work.

Section 10. If an employee is called in or scheduled for overtime on his/her regular day off and physically reports to work, he/she shall be guaranteed eight (8) hours of work.

ARTICLE 39

NATIONAL PAY PROCEDURES

Section 1. The Employer shall designate a nationwide payday which should be on the earliest day practicable following the close of the pay period. Such payday shall not be later than the second Tuesday after the close of the pay period.

Section 2. Earnings and leave statements shall be received by employees no later than the second Tuesday after the close of the pay period.

Section 3. The Employer shall issue W 2 forms and wage and tax statements no later than January 31 of each year.

ARTICLE 40 SEVERANCE PAY

Section 1. An employee who has been employed for a continuous period of at least twelve (12) months and who is involuntarily separated from employment for reasons other than misconduct, delinquency, or inefficiency and who is not eligible for an immediate annuity shall receive severance pay.

Section 2. The amount of severance pay shall be one (1) week's salary for each year of the first ten (10) years of service and two (2) week's salary for each year of service after ten (10) years.

Section 3. Upon separation, the Employer shall pay the employee severance pay at bi-weekly intervals in an amount equal to his/her basic salary.

ARTICLE 41 RETIREMENT AND BENEFITS ADMINISTRATION

Section 1. The Employer recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Employer agrees to take affirmative action to fulfill this obligation through such means as presenting video tape briefings, supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims. This information/assistance shall be made available on an annual basis to all bargaining unit employees.

Section 2. The Employer shall establish a personnel action system which requires priority processing of packages related to employee deaths. Such personnel actions shall take priority over all other personnel actions.

Section 3. After an employee's death, and with the beneficiary's consent, the Employer shall promptly dispatch a knowledgeable

representative to the home of the deceased employee's primary beneficiary. When a personal briefing is not desired, the beneficiary shall be advised by other means, such as telephone, personal intermediary, or written correspondence. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The representative shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, Social Security benefits and other services to which the beneficiary may be entitled. This representative shall be the contact point until all applicable benefits are settled.

Section 4. The Employer shall provide a retirement planning program to be made available annually. All employees within seven (7) years of retirement eligibility may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate. The program shall include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees shall be permitted to participate in one program in a duty status. Employees are not entitled to travel and per diem except as follows: Employees normally shall attend briefings within their commuting area. When no briefing is scheduled within the commuting area, the Employer shall authorize, on a one time basis, either the use of a Government Owned Vehicle (GOV) or Privately Owned Vehicle (POV) to attend the nearest briefing outside the commuting area. Nothing in this Section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

Section 5. The Employer shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS). FERS and Civil Service Retirement System (CSRS) employees shall receive information as part of

orientation, and follow-up individual counseling. The program may include, but not be limited to, video tape briefings, individual counseling, assistance, information and materials distribution. This planning program shall be made available to all new employees within one (1) year of entering on duty with the Employer. Employees who elect to change from CSRS to FERS shall have this planning program made available to them within one (1) year of their election. FERS employees who have not received this program, shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in a duty status. Employees are not entitled to travel and per diem. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) during the TSP Open Seasons, and upon any major change to TSP.

Section 6. Brochures and pamphlets associated with benefits programs shall be provided to the national and regional offices of the Union.

Section 7. The Employer shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms are available to new employees for review, and are available for review upon request to all employees:

- a. enrollment Information Guide and Plan Comparison Chart;
- b. brochures on both government-wide plans;
- c. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and
- d. brochures of all comprehensive plans serving the area in which the employee is located.

Section 8. If there is any change in retirement or benefits, or related laws or regulations, the Employer at the national level shall within thirty (30) days brief the national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 7.

Section 9. In the event it is determined that an employee is permanently disqualified for air traffic control duties, the Employer shall inform the employee of the rights, benefits and options, including other types of positions for which the employee may be qualified and the procedures for requesting consideration for such positions.

Section 10. An employee who has been engaged in the separation of aircraft as defined in P.L. 92-297, shall be eligible for retirement in accordance with applicable law.

Section 11. The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the appropriate Regional Human Resource Management Division ninety (90) days prior to the scheduled effective date of separation. The Employer agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

Section 12. In the event Health Fairs or similar activities are conducted at any Employer facility, the Employer should request participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Employer should advise other facilities in the local area in order to allow for maximum employee participation. Employees are not entitled to travel and per diem.

ARTICLE 42

BIDDING PROCEDURES

Section 1. All vacancy announcements for bargaining unit positions shall be open for a minimum of twenty one (21) days before the closing date of the announcements. The Employer shall download and post all FAA vacancy announcements off REVAMP weekly.

Each facility shall arrange for a specific place where vacancy announcements will be posted.

The minimum area of consideration for all bargaining unit vacancy announcements shall be region-wide. When the Employer determines that the minimum area of consideration is inadequate for a particular vacancy, the area of consideration shall be expanded.

Section 2. All bids must be received by the office designated on the vacancy announcement no later than seven (7) days after the closing date.

Section 3. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be promptly mailed to the employee.

Section 4. If as a result of a grievance being filed under this Article, either the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will receive priority consideration, as defined in Article 100, for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 5. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 6. Within fourteen (14) days of a request, the following information shall be made available to the employee:

-
- a. whether the employee was considered for the position and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;
 - b. whether the employee was one of those in the group from which selection was made; i.e., one (1) of the best qualified candidates available and appeared on the list made available to the selecting official;
 - c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;
 - d. who was selected for the position;
 - e. in what areas, if any, the employee should improve to increase his/her chances for future selection.

Section 7. All qualification requirements shall be posted on the vacancy announcements at the time the announcement is made.

Section 8. If the Employer decides to interview any employee for a vacancy, then all must be interviewed. If the Employer determines that interviews are required and telephone interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the Employer's travel regulations and this Agreement.

Section 9. For the purposes of this Agreement, bargaining unit employees have the choice of using the Optional Application for Federal Employment OF-612, the old SF-171 form or a personal resume.

ARTICLE 43

TEMPORARY PROMOTIONS

Section 1. When it is known that a higher level supervisory or staff position will be temporarily vacant for a period of fifteen (15) days or more and a bargaining unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given an immediate temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

Section 2. When competitive procedures are not used, the position will be placed on an intra-facility vacancy announcement soliciting volunteers. The announcement shall contain the qualifications established by the Employer, if any, and the length of the temporary promotion. The employee selected for the position shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.,

Section 3. Union representatives shall not be required to fill any temporary promotion as long as other qualified bargaining unit employees are available.

Section 4. An employee selected to fill a temporary position, in accordance with the provisions of Section 2 of this Article, shall not have the assignment extended beyond one hundred twenty (120) days.

Section 5. All temporary promotions will be documented.

ARTICLE 44

TEMPORARY ASSIGNMENTS AWAY FROM THE FACILITY

Section 1. Prior to temporary assignment away from the facility, volunteers shall be solicited. The most senior volunteer who meets the qualifications, as determined by the Employer, shall be selected. Qualifications include facility needs and the requirements of the temporary assignment. In the absence of volunteers the Employer shall make assignments on an equitable basis.

Section 2. Whenever possible, the Employer will provide at least thirty (30) days advance notification for duty assignments away from the facility. The Employer will adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than thirty (30) days the Employer, if able, will honor the employee's request to change days off to avoid travel on their day off. If the Employer is not able to honor the request to change days off the employee will be compensated at the appropriate overtime rate.

ARTICLE 45

TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS

Section 1. At his/her request, an employee who is temporarily medically or physically unable to perform active air traffic control duties, shall be assigned other facility duties, to the extent such duties are available. If such duties are not available, the Employer may offer assignment of work at other air traffic facilities within the commuting area, to the extent such duties are available.

Section 2. Such employees shall continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 3. Employees assigned duties under the provision of this Article shall continue to be considered as bargaining unit

employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation.

Section 4. At his/her request, an employee who is temporarily prohibited from performing control duties because of medications restricted by the Employer may be assigned other duties in accordance with Section 1 of this Article.

Section 5. Medically restricted or incapacitated employees may be assigned part-time employment at their request, in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties.

Section 6. When work is not available under Section 1 or 4 of this Article, sick leave shall be taken. At the employee's option, annual leave, LWOP, or compensatory time may be substituted for sick leave.

Section 7. The provisions of this Article apply to employees who are placed in a restricted or incapacitated status as defined in FAA Order 3930.3A.

ARTICLE 46

REALIGNMENT OF WORK FORCE

Section 1. The Employer shall notify the Union as soon as possible but not less than nine (9) months in advance of the closure of a facility, facility consolidation, or inter-facility reorganization requiring reassignment of employees.

Section 2. In the event of a facility closing, consolidation, or inter-facility reorganization, the procedures outlined in Article 47 shall apply when a reduction-in-force is necessary.

Section 3. The Employer shall notify the Union representative not less than sixty (60) days prior to intra-facility reorganizations involving bargaining unit employees.

Section 4. In facilities where staffing imbalances exist, volunteers shall be solicited from all qualified employees where no individual

retraining is necessary to complete the change. If after this initial change has been completed, another imbalance was created that requires further action, the Employer shall designate the teams from which volunteers will be sought and the number of employees to be selected from each team.

Section 5. When areas of specialization are realigned, established, or when imbalances exist within a facility which require retraining of individuals to solve the imbalance, the Employer shall designate the areas from which volunteers will be sought and the numbers of employees to be selected from each area.

Section 6. In exercising and complying with Sections 4 or 5, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. If there are no volunteers, inverse seniority shall apply from among the qualified employees.

ARTICLE 47

REDUCTION-IN-FORCE (RIF)

Section 1. The Employer agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions.

Section 2. The Employer agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that Management has authorized for staffing. At this time, the Employer and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification shall be made at least ninety (90) days before implementation.

Section 3. In the event of a RIF, the affected employee and the Union representative will be provided access to master retention registers relative to his/her involvement, upon request.

Section 4. At the end of the RIF, the Union will be provided a list of all vacancies filled during the RIF.

ARTICLE 48

TECHNOLOGICAL/PROCEDURAL CHANGES

Section 1. The Employer agrees to provide an overview briefing to the Union at the national level concerning the Capital Investment Plan (CIP) annually and a semi-annual briefing on the status of the Agency's modernization effort. The Employer further agrees to separately brief the Union on any particular project identified by the Union as a result of the overview briefings described above.

Section 2. The Parties agree that it is mutually beneficial for the Union to be involved in work groups established at the local, regional or national level, to provide operational perspective into the development, testing, and/or deployment of technological, procedural, or airspace changes. Further, it is in the best interest of the Parties to resolve or minimize the technical issues so as to ultimately provide for more timely resolution.

Section 3. The Employer shall promptly notify the Union as to the formulation of any such work group(s) which affects bargaining unit employees. The scope of the work group shall be defined in writing and communicated to each member prior to the commencement of business. The extent to which the individual Parties are empowered to reach agreement in specific areas shall be determined in writing by the respective Parties.

The Union shall be allowed to designate a participant to those work group(s). Union designated work group members will be provided access to the same information as any other work group member. Agreements reached by the Parties in the work group(s) referenced above shall be reduced to writing and shall be binding on both Parties.

Section 4. The Employer agrees to notify the Union at the National level, no less than sixty (60) days prior to the field operational evaluation utilized to support system development and the operational test and evaluation (OT&E), unless a shorter notice period is required. The notification shall contain proposed start and stop times, and shall outline the reasons and intent of the test and/or evaluation.

Section 5. The Union representative will be allowed to participate in the activities of the group in a duty status, if otherwise in a duty status. If requested by the representative and operational requirements permit, the Employer shall change his/her days off to allow participation in a duty status for these purposes. When a Union representative is unable to be released to participate in a meeting, the meeting shall be rescheduled, to the extent practicable, to ensure Union participation. The Employer shall make every reasonable effort to ensure the availability of the Union representative.

Section 6. The Employer agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period, as specified above, the provisions of Article 7 of this Agreement govern negotiations between the Parties on the impact of changes arising from revisions to technology, procedural, and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

Section 7. Employees adversely affected by changes in technology shall be entitled to pay and grade retention in accordance with the agreement of the Parties. Such employees shall also be notified of any right with respect to early retirement and given the fullest consideration for early (discontinued service) retirement that law and regulation provide.

Section 8. Nothing in this Article shall be construed as a waiver of any Union or Employer right.

ARTICLE 49

STUDIES OF EMPLOYEES AND THEIR WORKING CONDITIONS

Section 1. Mass medical and/or psychological study participation by bargaining unit employees shall be on a voluntary basis. All individual medical and/or psychological information acquired by an outside study group and their associates shall be kept strictly confidential. This information shall not be disclosed to the Employer with identification of participating individuals. Publication of data resulting from a controller related study shall not identify individuals and shall be limited to group statistics. This Section does not apply to time and motion studies. Employees shall not, as a condition of employment, be required to participate in any studies.

Section 2. Before entering into a study, the Union and the employees shall receive a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence. The Union shall receive a copy of the study concurrently with its submission to the Employer.

Section 3. The Employer shall refrain from any efforts to relate data to any individual participant in such a study.

Section 4. Participating controllers or their designated Union representative shall be afforded an opportunity to review and comment, in advance, on any publication based on or derived from such controller studies.

Section 5. Any participation in studies shall not adversely affect any compensation, benefits or travel and per diem to which an employee is otherwise entitled.

Section 6. All examinations shall be conducted on the employee's duty time.

Section 7. The Union may designate a representative to serve as its liaison between a study group and/or the Employer.

Section 8. The Employer shall not conduct any study that involves the time and motion measurement of employees or their job performance, without notifying and affording an opportunity for participation by the Union.

ARTICLE 50 SURVEYS AND QUESTIONNAIRES

Section 1. The Employer recognizes that it is in its interest to have Union support for surveys of bargaining unit employees. The Employer shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be provided an advance copy of any survey, prior to distribution.

Section 2. Surveys shall be conducted on the employee's duty time.

Section 3. The Union shall be provided with the geographical/organizational distribution of surveys which are distributed on a random sample basis.

Section 4. The Union shall be afforded an opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 5. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Employer.

Section 6. Participation in surveys shall be voluntary. To assure the anonymity of survey comments, employees shall have reasonable access to a typewriter/computer, if available.

Section 7. The Union representative shall participate in all debriefing and action planning sessions involving employees including, but not limited to, the Survey Feedback Action (SFA).

ARTICLE 51 FACILITY EVALUATIONS

Section 1. When a full facility or follow-up check evaluation is conducted at an air traffic facility, the Union at the local level may designate one (1) member to serve on the evaluation team. The designee shall function at the direction of the evaluation team leader as a full member of the evaluation team. The designee's schedule shall be adjusted so he/she may participate in an official duty status.

Section 2. The Union designee will attend round table discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings. Upon request, the principal Facility Representative will be allowed to attend the final debriefing. Official time shall be granted if he/she is otherwise in a duty status.

Section 3. A Union representative is entitled to attend formal discussions conducted with bargaining unit members during the evaluation which meet the criteria of 5 USC 7114 (a)(2)(A) as referenced in Article 6, Section 3.

Section 4. The local Union representative shall be given a copy of the final reports for full facility or follow-up evaluations at the time the reports are given to the facility manager.

ARTICLE 52

REINVENTING GOVERNMENT

Section 1. The Parties believe that it is in the best interest of both the Employer and of the bargaining unit to apply best practices to the conduct of government business, including those that have been successful in the private sector.

Section 2. Within sixty (60) days of the signing of this Agreement, the Parties at the national level shall meet to develop a framework for a self-directed work team model. The national work group shall consist of equal numbers not to exceed a total of six (6) participants who shall be on duty time and authorized travel and per diem if appropriate. The primary participants will consist of the FAA Administrator and NATCA President and/or their designees.

Section 3. Within one hundred twenty (120) days of the signing of this Agreement, the Parties shall select a minimum of one (1) facility per region to implement the agreed-upon self-directed work team model for a one year period. Each self-directed work team shall include at least one supervisor.

Section 4. Within the time frames of Section 2 of this Article, the Parties at the national level shall identify and agree upon appropriate experts to assist in the development of the self-directed work team model. Other resources may be utilized by mutual agreement to facilitate the process.

Section 5. The Parties at the national level shall meet monthly to evaluate the success of the implementation.

Section 6. During the course of the evaluation, the Parties at the national level may modify the self-directed work team model by mutual agreement.

Section 7. Within one (1) year of implementation of the self-directed work team model, the Parties shall meet to discuss and

evaluate the feasibility of designing a fully agreed-upon national implementation strategy.

ARTICLE 53

OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer shall abide by P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

Section 2. The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting and water quality.

Section 3. The Employer agrees to continue a national Occupational Safety and Health Committee. The committee will meet as frequently as required by the Charter of the Occupational Safety, Health, and Environmental Compliance Committee (OSHE-COMM). The Union shall be entitled to designate a minimum of one (1) representative.

The Union shall designate one (1) representative per region as the point of contact for all matters related to Occupational Safety and Health. This representative shall serve as a member of the Regional OSHA committee. Regional committees shall meet as frequently as required by the OSHECOMM Charter.

Union representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in any committee meeting, joint conference, or training concerned with occupational safety and health. If requested by the representative(s), and if operational requirements permit, the Employer shall change his/her days off to allow participation in a duty status.

Section 4. The Parties shall maintain local Occupational Safety and Health Committees in accordance with the OSHECOMM Charter. The Union shall designate its representative(s). The meeting(s) shall be scheduled so as to allow the Union representative(s) to attend on duty time. The committee shall review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee shall forward recommendations to the facility manager for action on matters concerning occupational safety, health, lighting and air quality. The facility manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the Air Traffic Manager, he/she shall forward the committee recommendations to the appropriate authority for action as soon as practicable.

Section 5. Training of Union-designated Occupational Safety and Health Committee members shall be in accordance with 29 CFR 1960.58 and 1960.59(b). Bargaining unit members shall receive safety and health training in accordance with 29 CFR 1960.59(a).

Section 6. The Employer shall supply and replenish first aid kits which shall include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits shall be readily accessible to bargaining unit employees at all hours of facility operation.

Section 7. Each facility shall periodically review fire evacuation procedures with all personnel and provide training in the operation of fire extinguishers and other related equipment at each facility.

Fire evacuation plans shall be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

Section 8. The Employer shall establish a formal, locally administered first aid and CPR training course(s) for bargaining unit employees who volunteer for such training. The number of volunteers to be trained under this Section shall be at least one (1) per crew, but in no case less than one (1) per facility. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. Provided funds are available, this training may be provided to additional bargaining unit employees at each facility. All training shall be conducted on duty time.

Section 9. In the event of construction or remodeling within a facility, the Employer shall insure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 10. If the Employer initiates or permits the use or storage of chemicals, pesticides, or herbicides at any facility, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide shall be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides, or herbicides shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

Section 11. The Employer shall insure that claims for personal injury are processed in a timely manner in accordance with Article 75.

Section 12. The Employer shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at each air traffic facility, at least once

every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

Section 13. Indoor air quality concerns identified by the local Occupational Safety and Health Committee, including those involving "sick building syndrome," shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the local Union as soon as they are available.

ARTICLE 54

WELLNESS CENTERS AND PHYSICAL FITNESS PROGRAMS

Section 1. The Parties recognize that physical fitness programs and Wellness Centers contribute to increased productivity, reduced health insurance premiums, improved morale, reduced turnover, enhance the greater ability of employees to cope with stressful situations and increase Agency recruitment potential.

Section 2. By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

Section 3. The Employer should make available to each Wellness Committee a copy of the Federal FITKIT, OPM Document Number 148-66-0, OMB Circular A-72, Federal Employees

Occupational Health Service Programs, DOT Order 3960.2, Department of Transportation Employee Fitness Center, FPMR TR A-29, Physical Fitness Facilities, and any other document which, in the Employer's opinion, may be of assistance in setting up facility fitness programs.

ARTICLE 55 HUMAN FACTORS

Section 1. To meet the Agency's stated goal of reducing and /or eliminating operational errors within the National Airspace System (NAS) the Parties agree that errors resulting from human factors can be mitigated. The continuous operation of the NAS and the associated impact on the employees who work within that system serve to reinforce the importance of human factors considerations in the operation of the Agency's facilities.

Section 2. The Parties, in conjunction with the Civil Aviation Medical Institute (CAMI), will conduct a study of human factors associated with the air traffic control profession. This study will include, but not be limited to, such areas as fatigue, shiftwork, stress, etc. This study shall be completed within the life of this Agreement.

ARTICLE 56 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Parties jointly support an organizational environment that values the diversity and differences that individuals bring to the workplace.

Section 2. It is agreed between the Parties that there shall be no discrimination against any employee on account of physical handicap, age, sex, race, religion, color, national origin, or sexual orientation.

Section 3. The Parties jointly support an organizational environment that is free of sexual harassment and discrimination.

Every effort will be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the work place.

Section 4. The Parties have established a national EEO committee with equal representation, not to exceed three (3) from each Party, to meet annually, and more often by mutual agreement. The committee will review the Employer's policies and practices. To the extent permitted by law and regulation, the Employer shall provide all information which is relevant and necessary for the proper functioning of the committee. All members of the committee shall be on duty time and receive travel and per diem. The committee shall cooperate with the Employer in the development and review of any training conducted for bargaining unit employees on the DOT/FAA Diversity, EEO, and Sexual Harassment Policies.

Section 5. Facility Representatives and Regional Vice Presidents shall be provided a current list of regional EEO counselors and information on the EEO complaint system and counselor duties. The Employer shall post the names, addresses, and telephone numbers of all EEO Counselors in a location at each FAA facility in an area frequented by bargaining unit employees.

Section 6. At the employee's request, an employee may be accompanied by a Union representative during an EEO meeting.

ARTICLE 57

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employee Assistance Program is designed to promote the well-being of employees and their family members through counseling and referral for assisting those employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to employees and their family/household members in areas including, but not limited

to: family problems (such as marital, parenting, in-law, elder care, and death); stress management; problems with alcohol and other drugs; health concerns such as serious medical conditions, or mental illness; and other areas that could adversely impact an employee's job performance.

Section 2. Participation in the Employee Assistance Program shall be voluntary.

Section 3. The Parties agree to continue the EAP committee at the national level. The committee shall meet semi-annually at a time and place determined by the Employer to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate three (3) members to the national EAP committee. During periods of participation the members of the committee shall be on duty time and receive travel and per diem expenses. The national EAP contractor shall meet with the national EAP committee at least once annually and more often as necessary.

Section 4. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be in the form of brochures and/or wallet-size cards. Additional EAP promotional materials, including posters and brochures may be made available at each facility.

Section 5. In cases where an employee consults an EAP counselor for a problem unrelated to substance abuse and disagrees with any resulting diagnosis, the following shall apply:

1. the employee may advise the flight surgeon within seventy-two (72) hours of the employee's intent to seek a second diagnosis;
2. the employee may consult a medical professional of the employee's choosing to obtain a diagnosis;

3. the employee may submit the second diagnosis to the flight surgeon within thirty (30) days of the notice provided under Subsection (1);
4. the flight surgeon will review any diagnosis submitted by the employee under Subsection (3) prior to deciding whether rehabilitation is necessary.

Section 6. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain circumstances the EAP manager may contact the flight surgeon regarding the situation of the employee.

ARTICLE 58

MOVING EXPENSES

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be the maximum extent permissible in accordance with the Federal Travel Regulation (FTR), as amended.

Section 2. For the purpose of this Article, the official station is the building or air traffic facility to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarters subsistence only when the following conditions are met:

- a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;
- b. official stations are separated by at least fifty (50) miles;
- c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and

- d. the commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves resulting from facility relocation or closure, when the following conditions are met:

- a. official stations are separated by at least ten (10) miles; and
- b. the Agency has determined that the relocation was incident to the change of official station, in accordance with Section 302-1.7 of the FTR.

Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters, or storage of household goods.

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the distance between the old and new official duty stations is at least seventy-five (75) miles.

Section 5. Employees will be reimbursed for subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Any time expended in a house-hunting trip is included in the initial sixty (60) day period. Temporary quarters authorizations shall be extended in thirty (30) day increments for compelling reasons in accordance with the FTR. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

Section 6. Use of the relocation services contract shall be authorized when the new official station is at least fifty (50) miles from the old residence.

Section 7. Any cap on property value which may apply to reimbursement of authorized sale or purchase of real estate shall

be in accordance with Travel Reform Implementation Program (TRIP) 203.

Section 8. Employees may choose to receive reimbursement for a property management services fee on an employee's residence in lieu of reimbursement for real estate expenses associated with sale of a residence at the old duty station, in accordance with the FTR. Employees who elect to use the property management option, and are not reimbursed for real estate expenses associated with the purchase of a residence at the new duty station, shall receive an incentive payment equal to four (4) percent of the previous fiscal year average selling price of homes sold and closed through the relocation services contract, less applicable taxes.

Section 9. When reimbursement of moving expenses is authorized, employees are eligible to receive an incentive payment for using the direct reimbursement or amended sale options in lieu of the relocation services contract for home sale in accordance with TRIP 203.

Section 10. When reimbursement of travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's basic salary, including locality pay of the new official station, at the GS-13, step 1 level. No receipts will be required to substantiate expenses incurred.

Section 11. Reimbursement for the cost of shipping a privately-owned vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds 1500 miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station. Reimbursement shall be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles,

station wagons and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes or any vehicle intended for commercial use. The cost for the use of a rental car by the employee and members of the immediate family while awaiting authorized shipment of POV shall be reimbursed for a period of not more than two (2) weeks.

Section 12. The Employer shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if:

- a. it was determined in accordance with Section 302-10.172 of the FTR that it was in the government's interest for the employee to have the vehicle being replaced and that it will continue to be in the government's interest for the employee to have such a vehicle;
- b. more than four (4) years have elapsed since the date when the vehicle being replaced was transported; and
- c. the employee has been stationed continuously during the four (4) year period at permanent posts of duty located outside the continental United States.

Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks or other similar vehicles that are primarily for personal transportation. If the above conditions are not met, no authority exists to ship an employee's replacement privately owned vehicle outside the continental United States at Government expense.

Section 13. All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods shall begin within eighteen (18) months of the effective date of the employee's transfer. The eighteen (18) months time limitation may be extended for an additional period of time not to exceed six (6) months by the

authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for beginning travel and transportation shall not exceed twenty four (24) months from the effective date of the transfer under any circumstances.

Section 14. The Employer shall make available to an employee who is changing stations all pertinent directives in connection with moving expenses, and shall assist the employee in obtaining answers to any questions the employee may have regarding his/her change of station. The Employer shall provide each employee who is transferring, a booklet containing a description of the entitlements available to the employee in connection with travel and transportation allowances. The Employer shall assist the employee in obtaining answers to any questions the employee may have and assist in completing all required forms.

Section 15. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Employer shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives which most meet his/her personal needs. Employees shall be authorized duty time for travel to a new duty station in accordance with law and regulation.

Section 16. Annually, the Employer will provide the Union, at the national level, with a statistical report of all PCS moves for the preceding fiscal year. This report shall contain the date of the move, the old facility, the new facility, and the position being filled.

Section 17. In the event a former full performance level bargaining unit employee is unsuccessful in attaining journeyman status in a

facility to which transferred in the interest of career progression, the Employer agrees to pay the moving expenses of the employee to another bargaining unit position on a one (1) time basis, provided:

- a. the Employer desires to retain the employee;
- b. a position and change of station funds are available within the region for such moves. Authorization of Permanent Change of Station (PCS) funds for other types of moves takes precedent over funding moves under this Section; and
- c. the employee is relocating to a facility to which it is primarily in the best interest of the Agency to reassign the employee.

Section 18. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after becoming facility certified.

Section 19. The Parties agree to establish a workgroup for the purpose of addressing matters related to PCS travel, including alternatives that may increase the number of moves available to the bargaining unit. Any agreements reached by the workgroup shall be reduced to writing and shall be binding on both Parties.

ARTICLE 59 RETURN RIGHTS

Section 1. To the extent that the Employer has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives and the terms of this Agreement. If any changes to the program are proposed, the Employer will provide the Union ninety (90) days notice and opportunity to negotiate the changes with the Union. Employees on overseas tours are entitled for the remainder of their current tour to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. If an employee serves only one (1) tour, his/her tour should total thirty-six (36) months. Any subsequent tour may be reduced to twenty-two (22) months, however, the final tour should be twenty-four (24) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization and personal desires/circumstances of the employee. Employees shall be advised of the length of the initial tour when applications are solicited.

Section 3. The Employer shall provide the rights and benefits provided by law to all eligible employees on employment agreements under this Article.

Section 4. Unless operational requirements do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12) months following expiration of his/her preceding employment agreement to exercise his/her home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on his/her tour of duty.

Section 5. To the maximum extent permissible under Public Law 83-737, as amended by Public Laws 97-253 and 97-346, and applicable government-wide regulations, employees who accept assignment outside the continental United States, and after completing a tour of duty, are allowed expenses for travel and transportation from post of duty to place of actual residence at time of appointment for transfer and return overseas, for the purpose of taking leave between tours of duty overseas. The employee must enter into a new written agreement before departure from his/her post of duty that he/she will serve for another period of service at the same or another post of duty outside the continental United States.

This provision is also applicable to employees serving tours of duty in Alaska and Hawaii, but only under limited conditions as specified by law (Public Law 97-253, 9/8/82 and Public Law 97-346, 10/15/82) and Agency-wide directives. Employees who transferred to Alaska or Hawaii on or before September 8, 1982, will continue to be eligible to receive allowances for travel and transportation expenses for tour renewal travel to the maximum extent permissible under government-wide regulations. However, those who have transferred or are transferring to Alaska or Hawaii after September 8, 1982, are restricted. (Leave under this provision is not the same as "home leave" for which employees in Alaska and Hawaii are not entitled to in any event.)

Section 6. Employees exercising return rights shall be given a list of all existing terminal and/or center bargaining unit vacancies which are to be filled and for which he/she is qualified. He/she must make a selection from the list supplied. This shall be the position to which he/she is returned.

Section 7. Waiver of employment agreements shall not be required for an early return of ninety (90) days or less, when an employee has been selected for another position.

Section 8. Unless operational requirements do not permit, tour extensions not to exceed an aggregate period of nine (9) months may be granted by the overseas organization to an employee after coordination with the parent organization.

Section 9. An employee completing a tour of duty outside the continental United States shall notify the Employer not prior to one hundred eighty (180) calendar days nor less than one hundred fifty (150) calendar days before that tour expires that he/she shall or shall not return.

Section 10. The Employer shall advise the employee of his/her specific assignment in the continental United States at least ninety

(90) calendar days in advance of the expiration date of his/her current tour.

Section 11. The Employer shall contact the employee prior to determining the release date. Careful consideration will be given to the employee's personal needs in determining a release date under this program.

ARTICLE 60

FACILITY OF PREFERENCE

Section 1. Any employee who has completed ten (10) years as an FPL shall be considered to have achieved priority bid status for other ingrade/downgrade bargaining unit vacancies/positions. This status may be exercised at the option of the employee on a one (1) time basis. The Parties recognize that selections under this Article are primarily in the best interest of the employee.

Section 2. The employee shall submit to the Regional Air Traffic Division Manager of his/her region, a list of facilities at which he/she desires placement. The employee shall be given priority consideration for any ingrade or downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified, subject to the staffing requirements of his/her current facility, the needs of the target facility and a recommendation from the employee's current facility manager. Release dates shall be within six (6) months of selection.

Section 3. Applications shall be in accordance with the Agency's Internal Placement Procedures. The front of each application must be clearly marked by the employee: "Filed under Article 60, Section 1, NATCA/FAA Agreement for a position at (specify facility identifier)." In addition, the employee shall forward a copy of the application to each facility to which the applicant desires consideration under this Article.

Section 4. Employee requests under this Article shall remain active for twenty-four (24) months. If no selection has been made within that period, the employee may reapply.

Section 5. Nothing in this Article shall be interpreted as affecting Management's right to fill vacancies from any appropriate source.

ARTICLE 61

PROCEDURES FOR VOLUNTARY APPLICATION AND INTERNAL PLACEMENT

Section 1. Employees desiring consideration for placement or promotion to a specific bargaining unit position at a specific facility may make voluntary application for promotion or request internal placement for ingrade/downgrade reassignment, to any such position(s), by submitting the appropriate forms as outlined in Agency directives, to the Human Resource Management Division having jurisdiction over the position(s). The type of position applied for and specific location must be stated. These applications will be acknowledged.

Section 2. Applications under Section 1 will remain active for a period of fifteen (15) months from the date of receipt. After fifteen (15) months, the application will be discarded unless it has been updated by the employee. The front of each application must be clearly marked by the employee: "Filed under Article 61, Section 1, NATCA/FAA Agreement for position (specify facility identifier) facility."

Section 3. Applications submitted under these procedures shall be afforded treatment equal to those applications from employees within the area of consideration which are submitted under any subsequent merit promotion announcement for that specific position.

Section 4. Upon request, the following information shall be made available to the employee:

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- a. whether the employee was considered for any bargaining unit position filled under merit promotion, and, if so, whether he/she was found eligible on the basis of minimum qualification requirements for the position;
 - b. whether the employee was one of those in the group from which the selection was made (i.e., one of the best qualified candidates available);
 - c. who was selected for the position;
 - d. in what areas, if any, the employee should improve to increase his/her chances of future selection.

Section 5. Employees may arrange mutual reassignments with employees of equal grade. Employees may arrange mutual reassignments with employees who have previously held an equal grade, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Employer.

Section 6. If required, bargaining unit employees have the choice of using the Optional Application for Federal Employment OF-612, the SF-171 form or a personal resume.

ARTICLE 62

IMMUNITY PROGRAM

Section 1. The Employer, with Union input, has established a policy for operational errors which limits the circumstances under which discipline is imposed. Disciplinary action shall not be imposed when the employee's action was inadvertent; did not involve gross negligence or a criminal offense; the employee files a NASA report on the error within the time limits prescribed in applicable regulations; and does not otherwise cover up the error.

ARTICLE 63
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)
UNION REPRESENTATIVES

Section 1. The Parties recognize that the right of Union representatives to participate in NTSB investigations is at the complete discretion of NTSB. Should NTSB allow Union representatives to participate, the following procedures shall apply to no more than two (2) such representatives per region to be named by the Union.

Section 2. The Union Regional Vice President or his/her designee shall be placed on the respective regional office call list for notification of an accident or incident in the region involving fatalities or injuries in which air traffic control services were being provided.

Section 3. When a Union representative participates in an NTSB accident/incident investigation, the Employer shall grant such representative official time, if otherwise in a duty status. The representative is not entitled to overtime, holiday or other premium pay while representing the Union in an NTSB investigation. Travel and per diem is not authorized.

Section 4. In accordance with Section 3 above, the Union representatives shall be relieved as soon as operationally possible from their normal duties to immediately proceed to the scene of an accident or incident of appropriate significance.

Section 5. Unless operational requirements do not permit, employees designated as representatives under this Article who desire to attend accident/incident investigation courses shall be granted annual leave or LWOP to attend such courses up to a maximum of four (4) weeks per employee per calendar year.

Section 6. Unless operational requirements do not permit, the Employer shall grant annual leave or LWOP for a Union

representative from the involved facility or facilities to attend NTSB hearings.

Section 7. If authorized by NTSB, nothing in this Article shall preclude the Union from sending more than one (1) representative to a major accident investigation or from sending more than one (1) representative from a region other than that in which the accident occurred. Official time, travel, and per diem are not authorized under this Section.

ARTICLE 64

OPERATIONAL ERROR/DEVIATION INVESTIGATION, REPORTING AND REVIEW BOARD

Section 1. Employees shall be relieved from position as soon as operationally possible when the occurrence of an operational error/deviation is known or suspected. If the Employer determines that an operational error/deviation (OE/OD) may have occurred and any unit employee is to be interviewed by the Investigator-In-Charge (IIC) or any agent of the Employer, the Union representative or his/her designee may be present if the employee so requests. In the event of any operational error/deviation, the principal Union representative or his/her designee shall be notified promptly.

Section 2.

- a. *Initial Evaluation* - Employees shall verbally provide the preliminary information, of which they have knowledge, which is requested by the Employer to make an initial determination as to whether an investigation is warranted. This phase is meant only to determine the need for an investigation and is not investigatory. Therefore, Union representation is not required at this time.
- b. *Interim Written Statement* - Employees are required to make an interim written statement as soon as possible after an

operational error/deviation. The employee shall be permitted to listen to relevant tape recordings available within the facility prior to making this statement. Union representation of the employee, at the election of the employee, shall be granted at this and later phases of the investigatory process.

c. *Final Written Statement* - Employees and their representatives shall be permitted to review any data utilized in the related investigation by the Employer or, if convened, the review board, prior to making a final written statement. An employee may elect to use the interim written statement for this purpose. The final written statement shall supersede any previous oral or written statements. All copies of the employee's statements written prior to the final written statement shall be returned to the employee and shall not be maintained by the Employer.

Section 3. The employee and his/her Union representative, if the employee so elects, shall be permitted to review relevant recordings available within the facility before being interviewed by the IIC or any agent of the Employer.

Section 4. The determination that an employee has been identified as the primary cause of the operational error ("Controller A") shall be made after consideration of the factors listed in FAA Order 7210.56, paragraph 5-1-5, Investigation Process. When an employee is involved in an operational error/deviation, the Employer may elect not to decertify the employee in accordance with paragraph 5-1-7.

Section 5. The employee and the principal Union representative shall be given an entire copy of the facility investigation report when such a report is required by FAA Order 7210.56 concurrently with its submission to the facility manager. If the employee or his/her Union representative do not feel the findings of the facility investigation are correct, they may submit their comments, in writing, to the facility manager within five (5) days of receipt. The

facility manager shall consider these comments in his/her deliberations and shall append them to the facility final report.

Section 6. At the request of both the employee and the Union, or the IIC, an operational error/deviation review board may be convened by the Air Traffic Manager. If the request is denied by the Air Traffic Manager, the requesting Party(s) will be advised of the reason(s) in writing. The purpose of the board shall be to provide an effective method for investigating and analyzing causal factors so that deficiencies in human, procedural and equipment elements of the air traffic system can be identified and corrected.

Section 7. The operational error/deviation review board shall consist of equal representation by bargaining unit members and the Employer, including a chairman who shall be the IIC. Bargaining unit participants will be designated by the Union. The board shall prepare a facility investigation report as provided in Section 5. Any dissenting opinions shall be attached to the report.

Section 8. An employee, with his/her requested Union representative, shall be permitted to review all data available to the board prior to appearing before the board.

Section 9. Employees, Union representatives and/or their designee(s) shall be on duty time during the review board proceedings. Union representatives will be on official time for all other purposes of this Article if otherwise in a duty status.

Section 10. The employee and the principal Union representative shall be given an entire copy of the review board report concurrently with its submission to the facility manager. If the employee or the Union representative does not feel the findings of the review board are correct, they may submit their comments, in writing to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations prior to making a final decision and shall append them to the review board report. If the Employer does not concur

with the findings of the OE/OD board, the reasons for non-concurrence will be submitted to the Union representative and employee in writing.

ARTICLE 65

CONTROLLER PERFORMANCE

Section 1. The Parties recognize that the employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the employee and the Employer, the employee shall comply with the instructions of the Employer and the Employer shall assume responsibility for their own decisions.

Section 2. If a journeyman controller is relieved from his/her position of operation by the Employer because of alleged unacceptable performance of duty, the controller, if he/she requests, shall be given a written explanation of the reason for such action by the Employer within twenty four (24) hours. The written explanation is not to be construed as constituting a notice of proposed adverse action.

ARTICLE 66

MEDICAL QUALIFICATIONS

Section 1. The Employer agrees that waivers (special considerations) to the medical certificate shall be granted on purely medical determination, and shall indicate the employee is medically qualified to perform air traffic control duties. Any limitations provided for by the waiver shall be communicated to the employee in writing. If no such limitations are imposed, this information will also be communicated to the employee in writing.

Section 2. Medical clearance examinations shall be conducted by an Agency medical officer or a certified Aviation Medical Examiner (AME). If there is not a medical officer located in the

vicinity, then the Employer shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations and shall be applied uniformly nationwide.

Section 4. All medical examinations required by the Employer shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

Section 5. Whenever an employee spends more than eight (8) hours in an official duty status on a day during which he/she submits to a medical examination, evaluation or review, the employee is entitled to overtime benefits, for all time spent beyond the eight (8) hours. The increment of payment shall be one (1) minute.

Section 6. If after initial examination, the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized, and, if there is any cost involved, paid by the Regional Flight Surgeon. However, if an employee does not meet the retention standards, further medical evaluations or reports submitted by the employee to obtain initial or continuing special consideration by the Flight Surgeon will not be authorized or paid by the Employer. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent medical disqualification.

In cases where the Flight Surgeon authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Sec-

tion. Reimbursement shall not be made unless the services are authorized by the Regional Flight Surgeon.

Section 7. In the event an employee is permanently medically disqualified, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Employer shall make every reasonable effort to provide the employee with administrative duty in accordance with Article 45 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 8. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 9. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the Regional Flight Surgeon. It is the employee's responsibility to report for medical exams scheduled by the Employer. In such cases where the medical certificate expires and no extension is granted by the Regional Flight Surgeon, the employee shall perform duties not requiring a medical certificate until such time as a medical determination is rendered.

Section 10. Class II medical certificates are not required for the performance of air traffic control duties. Class II or III medical

certificates may be issued to bargaining unit members who need a Class II or III certificate as an airman but not an ATCS.

Section 11. The provisions of this Article shall be applied uniformly nationwide.

Section 12. Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, that would make them unable to meet their current medical certificate. If such conditions occur, sick leave and/or the provisions of Article 25 are authorized.

Section 13. At least once annually, the Employer shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that restrict employees from performing safety-related duties. Further guidelines on restricted medications may be found in FAA Order 7210.3P.

ARTICLE 67

TRAINING

Section 1. The Parties agree that the Employer determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

Section 2. Within ninety (90) days of the signing of this Agreement, the Parties shall establish a learning council at the national level composed of equal numbers of representatives of the Union and the Employer. The purpose of this council shall be to improve requirements analysis, foster efficient use of resources, and increase employee involvement. The council will make recommendations to the Employer at the national level in these areas. Within ninety (90) days of the formulation of the national learning council, learning councils shall be established at the regional level and shall have the same purpose as the national

council. These councils shall be composed of equal numbers of representatives of the Union and the Employer. These councils will make recommendations to the Employer at the corresponding level in these areas. Union representatives on learning councils shall be in a duty status, if otherwise in a duty status.

Section 3. If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency he/she had at the time of the interruption, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

Section 4. Familiarization trips on duty time by employees to visit other ATC facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

Section 5. Employees may participate on their own time in educational and training programs directly related to improving their job performance within the profession. Employees may be reimbursed for such training in accordance with the Federal Aviation Administration Personnel Management System (FAA PMS) and subject to the availability of funds. Requests for approval and reimbursement must be submitted sufficiently in advance to permit final determinations and be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. Approvals will not be given on a retroactive basis. The Employer shall take action, through issuance of an appropriate publication, to make all employees aware of the opportunities for outside training and the procedures for application.

Section 6. Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she shall be notified, in writing, of the specific areas to be covered and the reasons therefore. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with FAA Order 3120.4.

Section 7. Employees may voluntarily enroll in certain directed study courses designed to improve their work performance, expand their capabilities and increase their utility to the Agency.

Section 8. Supervisors may allow personnel participating in Agency directed study courses to devote a maximum of ten (10) hours per month of duty time to the study of these courses, provided operational and staffing requirements permit.

Section 9. Travel and per diem for training outside the FAA resident schools shall be paid in accordance with applicable directives and this Agreement. While at school, local transportation shall be provided in accordance with applicable directives and this Agreement. Information as to accommodations and services shall be provided to employees when available.

Section 10. In the event the Employer issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

Section 11. When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program.

If the employee meets with the training review board, and the employee reasonably believes disciplinary/adverse action may result

from such meeting, the employee may be accompanied to the meeting, upon request, by a Union representative.

Section 12. The Parties agree that the Air Traffic Teamwork Enhancement Course (ATTE) teaches the importance of teamwork in the air traffic environment and will jointly support its administration.

ARTICLE 68

ON-THE-JOB-TRAINING

Section 1. Premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of an hour during which the employee is providing on-the-job-training while the employee receiving training is directly involved in the separation and control of live traffic.

Section 2. The employees shall be provided time to conduct debriefings as soon as possible following each training session.

Section 3. The Employer agrees to supply a current list and updates of all OJTI's to the Facility Representative.

Section 4. When other qualified employees are available, Union representatives shall not be required to perform OJT duties.

Section 5. The Parties recognize that evaluation of employees is normally a management function. Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit when other qualified personnel are available.

Section 6. A Union representative shall be a member of the panel designated by the Employer to recommend OJTI candidates. The panel shall forward its recommendations to the Employer or his/her designee for selection. The Employer retains the right to select OJT instructors.

Section 7. Employees who are not selected to be an OJTI, upon request, shall be advised of the reasons for non-selection. When

applicable, specific areas the employee needs to improve to be considered for an OJTI position shall be identified.

ARTICLE 69

DRESS CODE

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the air traffic controller workforce.

Section 2. The display and wearing of Union insignias, such as pins, pocket penholders or tie tacks, shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

Section 3. Denim trousers shall be permitted as long as their condition meets the standards of Section 1 of this Article. Neckties shall not be mandatory in any facility.

ARTICLE 70

PARKING

Section 1. Parking accommodations at FAA occupied buildings and facilities shall be governed by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

Section 2. At parking facilities under control of FAA, the Employer shall establish procedures which shall allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 3. At those Employer owned or leased parking areas in locations of known sustained low temperatures, zero degrees Fahrenheit or below, the Employer agrees to provide and maintain

an adequate number of outdoor electrical outlets for the use of bargaining unit employees. Where outdoor electrical outlets are provided, the Employer shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

Section 4. When the temperature at a location is less than ten (10) degrees Fahrenheit, the Employer may allow an early vehicle start.

Section 5. When two (2) or more facility parking spaces are reserved for air traffic, other than those reserved for government cars, visitors and handicapped individuals, a space shall be made available to the Facility Representative.

Section 6. When parking is under the Employer's control every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Employer agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Employer, every reasonable effort will be made to obtain parking as close to the facility as possible.

ARTICLE 71

EMPLOYEE SERVICES

Section 1. The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

Section 2. The Employer will provide a microwave oven and a refrigerator at each facility. At facilities with more than one hundred (100) employees, the Employer will provide an additional microwave oven and refrigerator. A coffee maker will be provided at all facilities except when specifically prohibited by food service contractual requirements.

Section 3. The Employer shall maintain clean and adequately stocked restrooms at all of its facilities.

Section 4. At facilities with kitchens, the Employer shall maintain an adequate stock of cleaning supplies.

Section 5. At facilities where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

ARTICLE 72 CALENDAR DAYS

Section 1. Unless specified to the contrary, whenever the term "days" is used in this Agreement it shall mean calendar days.

ARTICLE 73 SUBSTANCE TESTING

Section 1. All substance testing (drug and alcohol) conducted by the Employer shall be done in accordance with applicable laws, DOT Order 3910.1C, and this Agreement.

Section 2. The principal Facility Representative or his/her designee shall be notified of the arrival, at the facility, of the collector/Blood Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. Unless prohibited by operational requirements, the principal Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The Employer shall advise the principal representative or his/her designee of the maximum number of employees to be tested. The representative or his/her designee will be notified when substance testing has been completed. Upon request, the Employer will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled.

Section 3. An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

Section 4. The Union at the national level shall be given a copy of the Employer's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union representative will be permitted to accompany officials of the Employer on an inspection of the testing laboratory once a year, if the Employer conducts such an inspection. The Employer agrees to provide to the Union, on an annual basis, an updated list of the Department of Health and Human Services (DHHS) approved laboratories.

Section 5. Employees will be given notice where and when to appear for substance testing in as private and confidential manner as possible. In no instance shall this be done in a public manner.

Section 6. All collectors/BATs, and other employees of the urine collection/alcohol testing contractor with access to testing records, will be required to execute non-disclosure statements. These statements will cover all information about bargaining unit employees, including their social security numbers, which is provided by the Employer, the employee, the Department of Transportation, or the contractor in connection with the testing processes.

Section 7. The Employer will administer the Substance Testing Program in a fair and equitable manner. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted, and any and all files kept by the Employer on the affected employee shall be expunged of all information related to the test. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. All testing equipment used for alcohol testing shall meet the applicable requirements and standards as specified in 49 CFR 40.53 (b) (1-5) and 49 CFR 40.55. All testing equipment used to perform alcohol testing will be calibrated in accordance with the applicable National Highway Traffic Safety Administration (NHTSA) requirements. Upon request, the Union shall be given a copy of the results of the most recent calibration check for any equipment used for testing. Any testing equipment found to be out of calibration shall be removed from service until it is recalibrated, and all tests performed using that equipment since its last calibration check shall be declared invalid.

Section 9. The Employer shall ensure that the DHHS Guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

Section 10. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected in accordance with DHHS Guidelines and Order 3910.1C.

Section 11. Employees will normally be notified of drug test results within five (5) working days of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in Order 3910.1C and this Agreement.

Section 12. All testing forms shall include a section where employees may enter any comments they deem appropriate.

Section 13. Only employees who are in a duty status shall be subject to substance testing.

Section 14. Any proposed procedures concerning testing for any other substances shall be negotiated with the Union prior to implementation as required by law using the procedures of Article 7 of this Agreement.

Section 15. Post accident testing shall only be conducted on employees whose work performance at or about the time of the covered event as described in Order 3910.1C provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement.

In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility if the collector/BAT has not arrived at the facility or will not be arriving shortly. The employee will be required to sign a statement that he/she will not consume alcohol for up to eight (8) hours of the time of the covered event and that he/she must return to the facility for testing when called back.

Section 16. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in Order 3910.1C, the Employer may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard. At the time an employee is ordered to submit to

substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT Regulations.

Section 17. Any employee unable to provide a urine sample for substance testing shall be allowed a reasonable time to provide a sample, up to two (2) hours after completion of testing for that day or the end of their shift. If the employee is still unable to provide a sample, the employee will be rescheduled at a subsequent date in the near future for collection of another sample. In post accident cases, the employee may be retained on duty until a urine sample is provided. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with Order 3910.1C.

Section 18. The Employer shall be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first drug test. This second test will be done by using gas chromatography and mass spectrometry. Only confirmed test results will be communicated to the DPC.

Section 19. Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 20. In the event of a confirmed positive alcohol test of .02 or higher, the Employer shall, upon request, provide to the

employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

Section 21. Employees who are removed from safety related duties due to a confirmed alcohol test of .02 - .039 may be assigned administrative duties, if the Employer determines such duties are available. If such duties are not available, the employee shall be offered the option to be placed on annual leave or leave without pay. The Employer's assignment of administrative duties or granting of leave under these circumstances in no way affects the Employer's determination that the employee was not ready for work, or the final decision to take disciplinary/adverse action as appropriate.

In assessing whether to discipline an employee for a subsequent alcohol test results of .02 - .039, consideration will be given to the length of time that has elapsed from the date of the previous test in accordance with the DOT Drug and Alcohol Testing Guide.

Section 22. Prior to the receipt of a proposed notice of disciplinary or adverse action for a violation of Order 3910.1C, the employee may request immediate resignation or voluntary retirement, if eligible, and it will be processed accordingly.

Section 23. There shall be no local or regional supplements to this Article.

Section 24. Nothing in this Article shall be construed as a waiver of any employee, Union or Employer right.

ARTICLE 74

CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

Section 1. The Employer has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental, and emotional factors that an employee may experience after a critical incident (i.e.,

accidents/incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

Section 2. The Agency's CISM Program is an educational process designed to minimize the impact of a critical incident on employees. It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

Section 3. The CISM Program will include fifteen (15) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support. From within this team, the Union, at the national level, will designate up to four (4) national CISM coordinators to work with jurisdictional EAP Managers to arrange for critical incident response.

Section 4. CISM training will be provided to the Union designees referenced in Section 3 of this Article on duty time, if otherwise in a duty status, and shall entitle the participants to travel and per diem allowances. The Employer agrees to adjust the schedule(s) of participants to allow them to participate in a duty status.

Section 5. Whenever the Employer determines to send out a CISM team, the Union designee shall be relieved as soon as operational requirements permit from his/her normal duties to immediately proceed to the scene. The Employer shall adjust the Union designee's schedule to allow for travel and participation in CISM team activities on duty time. Travel and per diem expenses shall be authorized for the CISM team member.

Section 6. The principal Facility Representative or his/her designee will be notified a reasonable time in advance whenever employees will be required to attend mandatory educational

briefings as part of the CISM process, and will be provided the opportunity to attend.

Section 7. When a determination is made to conduct an educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified that a licensed counselor from the Employer's Employee Assistance Program (EAP) contractor and a Peer Debriefing will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Employer directives. If requested, bargaining unit employees shall only receive peer support from other bargaining unit employees.

Section 8. Within one (1) year of the signing of this Agreement, the Parties shall develop and provide instructional material to all bargaining unit employees about the Employer's CISM program. Participants shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem for the development of this material.

Section 9. The CISM Program shall be administered in accordance with applicable Agency directives and this Agreement.

ARTICLE 75

INJURY COMPENSATION

Section 1. The Employer agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Worker's Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

Section 2. The Union at the national level will designate one (1) OWCP Claims Representative who will be granted at least twenty-four (24) hours of official time each year to attend OWCP classes sponsored by the Department of Labor.

Section 3. The Employer shall maintain an inventory of Federal Employees' Compensation Act (FECA) claim forms at all air traffic facilities. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees.

Section 4. The Parties agree to maintain a liaison at the national level to deal with OWCP matters.

Section 5. If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Employer shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 6. If, due to an administrative delay by the Employer in submitting an employee's CA-1 form to the OWCP District Office, a case has not been adjudicated within forty-five (45) calendar days of date of injury (DOI), the employee will be placed on administrative leave for a period commensurate with the administrative delay in submitting the form.

Section 7. The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Employer may make its own facilities available for examination and treatment of injured employees, however, use of its facilities

shall not be mandated to the exclusion of the employees choice. The Employer may examine the employee at its own facility in accordance with OPM regulations, but the employees choice of physician for treatment shall be honored, and treatment by the employees physician shall not be delayed. The employee will not be required to submit to an examination by the Employer until after treatment by the employee's choice of physician or medical facility.

Section 8. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 9. The Employer may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.203. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Employer submits in support of the controversion shall be provided to the employee.

ARTICLE 76

NEW FACILITIES/CURRENT FACILITY EXPANSION

Section 1. Once the National Change Proposal (NCP) has been approved to build a new ATC facility, or combine several ATC functions at a new location pursuant to the Capital Investment Plan (CIP), the Union shall be notified in writing at the national level. For the construction of new facilities not covered by the CIP, or the expansion or remodeling of an existing facility, the Union, at the appropriate level, shall be notified in a reasonable amount of time in advance of the proposed construction start.

Section 2. At a mutually agreed upon time after the signing of this Agreement, the Employer will brief the Union at the national level of any projects currently planned and/or under construction, or being implemented.

Section 3. If the Employer decides to establish a transition committee or work group for those matters referenced in Section 1

of this Article, the Union may designate a bargaining unit participant on the committee/work group. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the committee or work group.

Section 4. The Union at the appropriate level will be notified when the Employer has approved the project implementation plan(s) for the new, expanded, remodeled or combined facilities.

Section 5. Any agreements reached by the Parties in the workgroup referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Employer right.

ARTICLE 77

ASBESTOS

Section 1. At intervals not greater than every six (6) months, the Employer shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers in accordance with OSHA/EPA protocol, in all facilities known to contain friable asbestos-containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility. Upon request, the principal Facility Representative or his/her designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate

an Industrial Hygienist to observe all air monitoring activities conducted by the Employer's certified contractor.

Section 2. The Parties at the national level shall meet jointly to develop a model contingency plan which will be applicable to those facilities referenced in Section 1.

Section 3. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Employer to abate the hazard caused by the asbestos. The Employer shall retain an asbestos abatement contractor as soon as possible.

Section 4. The Employer and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

Section 5. If protection measures will not provide adequate protection of occupants, the Employer will relocate bargaining unit employees outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

Section 6. In the event that relocation is not required/possible, the abatement contractor will be required to seal off the abatement area with a negative pressure enclosure. They will ensure and maintain negative pressure at all times.

Section 7. Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

Section 8. All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. Bargaining unit employees who work in facilities known to contain asbestos will

receive asbestos awareness training before any major renovation or removal project in their work place.

Section 9. The contractor will be required by the Employer to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to Facility Representatives immediately upon request. Representative personal monitoring shall also be conducted in accordance with the model contingency plan developed in accordance with Section 2, on at least one (1) employee in areas occupied by bargaining unit employees. Due to the potential noise level of the monitor and its associated distractions, any bargaining unit member who volunteers to wear the monitor shall, if operational requirements permit, be assigned to a non-control position for the period in which such monitoring occurs.

Section 10. The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, e. g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

Section 11. During any abatement project, the work of the abatement contractor and all air monitoring will be overseen by an independent Certified Industrial Hygienist, whose report will be shared with the Union by the Employer. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Employer with a written chain-of-custody record covering the period during which they were outside the possession of the Employer. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Employer. The Union's Hygienist will be allowed to perform side-by-side TEM

air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Employer, the Employer's contractor, the Union, the Union's Hygienist, and the Union's accredited laboratory. The Union will give the Employer advance notice of visits by its Hygienist.

Section 12. Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Employer, in accordance with OSHA standards/FAA directives.

ARTICLE 78

ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS)

Section 1. Employees infected by the Human Immuno-deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Employer to reasonably accommodate the employee.

Section 2. The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees with AIDS or HIV positive shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, AME's shall not inquire as to the potential HIV/AIDS status of a bargaining unit member.

ARTICLE 79

FARE SUBSIDIES FOR EMPLOYEES

Section 1. Public Law 101-509 of the Treasury, Postal Service and General Government Appropriations Act of 1991, provides for a rules change to government policy in that the Employer can subsidize an employee's cost of commuting to and from work.

Section 2. Fare subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

Section 3. Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any federal agency, and who commute via public mass transportation, may participate in this program.

Section 4. Applications for subsidy under this Article will be approved at the local level.

Section 5. Employees shall have the option of receiving any subsidies due under this Article at their facility.

ARTICLE 80

EMPLOYEE RECERTIFICATION

Section 1. An employee who is operationally decertified for reasons other than an operational error/deviation and assigned to a training and/or recertification program in accordance with FAA Order 7210.56 and FAA Order 3120.4 will be given written notice within five (5) administrative workdays of the specific reasons for this action.

Section 2. Upon request, the employee shall have an opportunity to review the information used in making the determination to

place him/her in a training and/or recertification program, and to discuss the reasons for making the determination with his/her immediate supervisor.

Section 3. When an employee is to be given remedial training, it shall be in accordance with Article 67 of this Agreement. If remedial training is the result of decertification, the employee will be notified in writing, as soon as possible within seventy-two (72) hours of the decertification of the specific deficiencies and the skill level required for recertification on each position.

Section 4. If further action is necessary, performance deficiencies will be addressed in accordance with Article 20 of this Agreement.

Section 5. The Parties agree that the procedures contained in FAA Order 7210.56, paragraph 5-1-7, Return to Operational Duty, shall apply in the event an employee is removed from operational duty due to operational error/deviation, and to his/her subsequent recertification.

In the event the employee's first-line supervisor decides decertification after an OE/OD is not warranted, the controller shall receive an over-the-shoulder and, if successful, be returned to duty.

If an employee is decertified because of an operational error/deviation, a remedial training plan shall be developed by the employee's first-line supervisor in accordance with FAA Order 3120.4 and this Agreement.

Except in unusual circumstances, remedial training, if applicable, shall begin within three (3) administrative workdays of the causal event. The employee's schedule shall not be changed from his/her regularly assigned shifts until such time as remedial training begins.

Section 6. Recertification may be accomplished by individual position or a single action covering multiple positions.

ARTICLE 81 HAZARDOUS DUTY PAY

Section 1. Hazardous duty pay differential(s) shall be paid by the Employer in accordance with 5 CFR Part 550, Subpart I.

ARTICLE 82 AERONAUTICAL CENTER

Section 1. The Parties recognize the right and responsibility of the Union to represent bargaining unit employees, as specified in Article 2, Section 1 who are in attendance at the Mike Monroney Aeronautical Center.

Section 2. The Employer shall provide a separate bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense.

Section 3. The Union and all members of the bargaining unit shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

Section 4. The Parties agree that the Aeronautical Center Management has no responsibility or authority to negotiate with the Union. However, the Employer will designate a point of contact at the Aeronautical Center to assist the members of the unit and Union officials.

Section 5. Any grievance filed by bargaining unit members temporarily assigned to the Aeronautical Center shall be processed at their facility of record. All grievances shall be initiated with the Employer's representative in accordance with Article 9, Section 8, Step 2 of this Agreement.

ARTICLE 83 SENIORITY

Section 1. Seniority will be determined by the Union.

Section 2. Within ninety (90) days of the signing of this Agreement, either Party may open this Article for renegotiation.

ARTICLE 84 DISABLED VETERANS AFFIRMATIVE ACTION PROGRAM

Section 1. The Employer agrees that it has an obligation to assist disabled veterans who, by virtue of their military service, have lost opportunities to pursue education and training oriented toward civilian careers.

Section 2. The Employer agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

ARTICLE 85 ACCOMMODATION OF DISABLED EMPLOYEES

Section 1. For the purpose of this Article, a disabled employee is a medically qualified employee whose disability renders them unable to perform the duties of an air traffic controller at their present facility.

Section 2. A disabled employee will receive priority consideration, at their request, to any facility within their region with an existing vacancy at which the employee's disability does not preclude them from performing the duties of an air traffic controller.

Section 3. Nothing in this Article is intended to limit the applicability of the Rehabilitation Act of 1973, as amended, including the employee's right to reasonable accommodation.

ARTICLE 86 CAREER TRANSITION PROGRAM

Section 1. The Employer agrees to implement the provisions of the FAA Career Transition Program with the following additional provisions:

- a.** displaced employees will be given a minimum of thirty-two (32) hours of duty time per pay period to pursue career transition activities, and
- b.** surplus employees may be granted sixteen (16) hours of duty time per pay period to pursue career transition activities.

ARTICLE 87 FLEXIBLE SPENDING ACCOUNTS

Section 1. Within ninety (90) days of the signing of this Agreement, the Employer agrees to establish a task force to determine the feasibility of establishing employee-funded flexible spending accounts for disbursement of health and welfare expenses and dependent care expenses, as provided for by Sections 125 and 129 of the IRS Code.

Section 2. The Union shall be allowed to designate a representative to participate on the task force. The Union representative shall be in a duty status if otherwise in a duty status.

Section 3. If the task force determines the establishment of flexible spending accounts to be feasible, the Employer agrees to establish such accounts as soon as reasonably possible after the report of the task force.

ARTICLE 88

GAIN SHARING

Section 1. Within ninety (90) days after the signing of this Agreement, the Parties at the National level shall convene a work group for the purpose of further defining methods and procedures for recognizing and rewarding employees whose contributions result in cost savings or efficiency improvements for the Agency and/or the Agency's customers, such as gain sharing.

Section 2. The scope of the work-group shall include, but not be limited to:

- a.** development of a process for the identification of cost savings and efficiency improvements;
- b.** a means for identification of ideas to the appropriate Agency official;
- c.** a method of verification and validation of the ideas or suggestions; and
- d.** a system of rewards for the employee(s) or group(s)/team(s) involved.

Section 3. The work group shall be comprised of two members of management and two Union representatives as determined by the Parties at the national level. To ensure a high level of commitment, each Party shall send at least one (1) representative from their national Headquarters. Outside participants may be invited by mutual agreement of the Parties. All Union participants in the work group shall be on duty time, and afforded travel and per diem, if applicable.

ARTICLE 89

GOVERNMENT CREDIT CARD

Section 1. Employees who are required to travel a minimum of two (2) or more times a year will be issued a Government contractor-issued charge card for official travel.

Section 2. In accordance with 41 CFR 301-15.44, employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging, and car rental expenses.

Section 3. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

- a.** Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- b.** Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty eight (48) hours of their discovery.
- c.** Employees will not be reported to any commercial credit bureaus unless through the fault of the employee the charge card account remains delinquent beyond one hundred twenty (120) days.
- d.** No credit check will be performed on the employee.

Section 4. The Employer shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

Section 5. If the Employer does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 6. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 7. If an employee's charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

ARTICLE 90 LEAVE TRANSFER

Section 1. The Parties agree with the leave transfer program, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 2. An employee may make a written application to the Employer to become a leave recipient. If an employee is not capable of making an application on his or her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

- a. the name, position title, and grade or pay level of the potential leave recipient;
- b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;
- c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing agency so requires; and

- d. any additional information that may be required by the potential leave recipient's employing agency.

Section 3. A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 4. Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipients employing agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

Section 5. An employee may submit a voluntary written request to the Employer that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

Section 6. Limitations on donation of annual leave are as follows:

- a. In any one (1) leave year, a leave donor may donate no more than a total of one-half of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.
- b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:
 - 1. one half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or
 - 2. the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.

- c. The Employer shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

Section 7. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient so long as the donor's sick leave balance remains at a minimum of two hundred forty (240) hours.

Section 8. While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

- a. the maximum amount of annual leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours, (or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty); and
- b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty).

Any annual or sick leave accrued by a leave recipient under this section shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:

- a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or

b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

Section 9. Restoration of unused transferred leave shall be in accordance with the Employer's existing rules.

DEFINITIONS:

Leave donor: An employee whose voluntary written request for transfer of annual or sick leave to the leave account of a leave recipient that is approved by the Employer.

Leave recipient: A current employee with a medical emergency for whom the Employer has approved an application to receive annual or sick leave from the leave accounts from one or more leave donors.

Medical emergency: A medical condition of an employee or a family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

Paid leave status: The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.

Shared leave status: The administrative status of an employee while the employee is using transferred leave.

ARTICLE 91
INTERCHANGE AGREEMENT

Section 1. The Agency shall actively pursue an interchange agreement with the Office of Personnel Management (OPM) which would ensure portability for employees to other agencies in the competitive service.

ARTICLE 92

PERSONAL PROPERTY CLAIMS

Section 1. As specified in the FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Employer shall assist the employee in the proper filing of their claim.

ARTICLE 93

SELF-REFERRAL

Section 1. An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Employer on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 2. An employee may self refer except under the following circumstances:

- a.** the employee has received specific notice that he/she is to be tested for drugs or alcohol;
- b.** a substance abuse staff has arrived at the employee's facility to conduct testing;
- c.** the Employer is awaiting the results of a drug test taken by the employee;
- d.** the employee has previously completed an Employer-approved rehabilitation program in accordance with DOT Order 3910.1C; or
- e.** the employee is under investigation by the Employer for alleged substance abuse and the employee has been made aware of the investigation.

Section 3. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

- a. obtains counseling through the Employer's Employee Assistance Program, and completes EAP recommended rehabilitation; and
- b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1C.

Section 4. The flight surgeon shall contact the employee's facility manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 25.

Section 6. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

Section 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

Section 8. If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a minimum of one (1) year, the employee will have successfully completed the rehabilitation program. A last-chance

agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 94 STAFFING

Section 1. The Parties agree that the following issues are subject to negotiations annually under Article 7 of this Agreement at the identified levels:

- 1. National Level:** Distribution of bargaining unit positions among regions. In determining regional allocations, the Parties shall solicit input from the Air Traffic Division Managers and the NATCA Regional Vice Presidents.
- 2. Regional Level:** Distribution of bargaining unit positions among facilities within each region.
- 3. Facility Level:** Distribution of bargaining unit positions to each area and/or team.

Section 2. Within any individual facility, position(s) outside the bargaining unit may not be filled if the percentage of on-board staffing to authorized staffing of bargaining unit employees is less than the percentage of on-board staffing to authorized staffing in the position where the vacancy exists, unless a waiver, in writing, is granted from the Director of Air Traffic (AAT-1).

Section 3. In the event that the Parties at any level cannot reach agreement under Section 1, the issue shall be resolved in accordance with Executive Order 12871, 5 USC Chapter 71, and applicable case law.

ARTICLE 95

AVAILABILITY OF THE CENTER FOR MANAGEMENT DEVELOPMENT (CMD)

Section 1. Courses offered at CMD and the catalog of correspondence courses available throughout the Agency shall be available at all facilities.

Section 2. Employees who wish to attend courses offered at CMD shall submit their written request to their immediate supervisor. The Employer will notify the employee if they will be scheduled for the requested course. If a position is not available for the requested course, the Employer shall endeavor to accommodate the employee's request at a future date.

Section 3. The Union, upon request, may be afforded access to the use of CMD for training on an as available basis. When the training requested is for courses offered by CMD, the training will be conducted utilizing CMD Instructors. For the purposes of this Section, the Union will bear all costs, if any, as determined by CMD. Procedures for scheduling the use of CMD shall be developed within ninety (90) days of the signing of the Agreement.

ARTICLE 96

TEMPORARY DUTY TRAVEL

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the Federal Travel Regulation (FTR), as amended.

Section 2. Before an employee shall be required to travel in the performance of official business, he/she shall be granted an advance of funds, if he/she so requests. The amount of the advance shall be the maximum allowable by law and government-wide regulation. Travel advances shall be made within a reasonable period prior to the beginning of travel.

Section 3. Vouchers are to be submitted within five (5) working days after completion of travel or every thirty (30) days if the employee is in a continuous travel status.

Section 4. Travel vouchers may be submitted using Travel Manager software, where available.

Section 5. Employees who voluntarily choose to accept a reduced rate alternative for temporary duty travel shall be reimbursed at eighty (80) percent of the published GSA lodging rates. Receipts need not be submitted with the travel voucher for reimbursement at the reduced rate. Each employee is responsible for maintaining all supporting documentation for the reimbursed travel expenses for a period of six (6) years. The accounting offices will not include the reduced rate alternative vouchers in the statistical sampling of travel vouchers. However, employees shall provide retained documentation to the Employer in the event of an audit by a government entity.

Section 6. In order to prevent undue financial burden upon the employee, travel vouchers will be paid within twenty one (21) days of their submission to the Employer. Any voucher requiring revision must be returned to the employee for revision within five (5) workdays of its submission.

Section 7. Mileage reimbursement for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FTR, and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a government owned/leased vehicle, the cost shall be computed in accordance with the Federal Travel Regulation.

Section 8. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest

period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 9. Extended temporary duty assignments are those exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a government owned or leased facility with kitchen facilities. In any of the these circumstances, justification must be provided on the travel authorization if other than the reduced flat rate is authorized.

The Employer shall provide assistance to employees in locating suitable lodging at reduced rates prior to extended temporary duty assignments. The Relocation Services Coordinator shall conduct annual on-site inspections of all lodging establishments that will be offered to travelers.

Section 10. Extended temporary duty assignments will be reimbursed at a flat rate equal to sixty (60) percent of the maximum per diem rate for the area as set by GSA. This per diem rate includes; lodging, meals, local transportation, personal calls, and trips home. Incidental expenses allowance will be fully reimbursable, in accordance with the FTR. Different incidental expense allowances will be set for assignments at the FAA Center for Management Development, depending on whether lodging and meals are provided for the employee. The reduced "flat" rates are payable to the traveler without itemization and receipts.

Section 11. Employees on temporary duty assignments for periods of three hundred sixty (360) days or longer shall, at the request of the employee, be authorized the following Temporary Change of Station (TCS) benefits, in lieu of daily per diem:

- a. round-trip TCS travel for employee and immediate family;

- b. wo-way shipment and/or storage of household goods, up to a total of eighteen thousand (18,000) lbs.;
- c. two-way shipment of POV, if new duty station is located greater than one thousand five hundred (1500) miles from the old duty station;
- d. temporary living allowance up to thirty (30) days at either or both locations combined;
- e. miscellaneous expense allowance equal to a week's pay at GS-13, step 1;
- f. lease breaking up to three (3) months rent or property management fees at the old duty location for maximum of three (3) years (employees are not eligible for any cash incentive); and
- g. relocation income tax allowance.

ARTICLE 97 SECURITY

Section 1. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit.

Section 2. In the event of bomb threats, threats of violence, or suspected terrorist activities at the facility, the Employer shall take appropriate measures to protect the safety and security of employees.

ARTICLE 98 PROBATIONARY EMPLOYEE

Section 1. A probationary employee is an employee who has not completed one (1) year of Federal civil service.

ARTICLE 99

OPERATIONAL REQUIREMENTS

Section 1. Operational requirements are those activities necessary to sequence and separate air traffic, provide aviation information, navigation assistance, and landing information.

ARTICLE 100

PRIORITY CONSIDERATION

Section 1. Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

ARTICLE 101

FAA REFORM

Section 1. The Federal Aviation Administration's (FAA's) personnel management system is exempt from all of Title 5 of the United States Code (USC) except for the following:

- Section 2302(b), relating to whistleblower protection;
- Sections 3308-3320, relating to veterans' preference;
- Chapter 71, relating to labor-management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapters 83-85, 87, and 89, relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

5 USC Chapter 3 (Powers);

5 USC Chapter 5 (Administrative Procedure);

5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and

5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

Section 3. The FAA's Personnel Management System is covered by the non-personnel management provisions of Title 5 and those portions of Title 5 that specifically apply to the Secretary including:

5 USC Section 3307 (Maximum Entry Age);

5 USC Section 5501 (Disposition of Lapsed Salaries);

5 USC Section 5502 (Unauthorized Office);

5 USC Section 5503 (Recess Appointments);

5 USC Sections 5511-20 (Withholding Pay);

5 USC Sections 5533-37 (Dual Pay);

5 USC Sections 5561-70 (Payments to Missing Employees); and

5 USC Chapter 79 (Services to Employees).

Section 4. The Administrator has chosen to incorporate the following provisions into the FAA's new Personnel Management System:

5 USC Sections 2901-06 (Commissions, Oaths);

5 USC Section 3111 (Acceptance of Volunteer Service);

5 USC Sections 3331-33 (Oath of Office); and

5 USC Sections 5351-5356 (Student-Employees).

ARTICLE 102

EFFECT OF AGREEMENT

Section 1. Any provision of this Agreement shall be determined a valid exception to, and shall supersede any existing or future Employer rules, regulations, directives, orders, policies and/or practices which conflict with the Agreement.

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Employer rules, regulations, directives, orders, policies and/or practices.

Section 3. The Employer agrees to apply its rules, regulations, directives, and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 4. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

ARTICLE 103

PRINTING OF THE AGREEMENT

Section 1. The Employer shall print this Agreement in booklet form and distribute a copy to each employee in the unit. The Employer shall also provide one thousand (1000) copies to the national office of the Union.

ARTICLE 104

REOPENER

Section 1. In the event legislation is enacted which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

Section 3. In the event of any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 105 GROUND RULES

Section 1. Within one hundred eighty (180) days prior to the expiration of this Agreement and upon request of either Party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating the existing Collective Bargaining Agreement.

ARTICLE 106 DURATION

Section 1. Subject to member ratification, this Agreement shall remain in effect for sixty (60) months from the date it is approved by the Administrator, FAA, or his/her designee, and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than one hundred five (105) calendar days and not less than sixty (60) calendar days preceding the expiration date of this Agreement. Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

MEMORANDUM OF AGREEMENT
between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
and the
FEDERAL AVIATION ADMINISTRATION

This agreement is made and entered into by and between the National Air Traffic Controllers Association ("NATCA") and the Federal Aviation Administration ("Agency"). It represents the final and binding resolution of all national issues regarding planned construction projects that may cause the release of airborne asbestos fibers in all the Agency's Air Route Traffic Control Centers ("Centers").

- a. NATCA may appoint a local representative to each Center's Construction Management Team. That representative will be permitted to attend and participate in all management briefings at the Center concerning the status of construction projects, including those concerning air sampling and monitoring information. The principal Facility Representative will be given advance notice of the dates when construction projects will begin and end, and also the daily starting and stopping times for the construction. If scheduled construction is halted for any reason, the principal Facility Representative, or designee, will be notified immediately. The principal Facility Representative will receive periodic progress reviews as appropriate and be given a copy of all documents concerning each construction project that causes the release of airborne asbestos fibers. Upon request, the principal Facility Representative, or designee, will be permitted to observe the calibration of the air sampling equipment and the data collection process. In addition, NATCA may appoint a

Facility Representative on each shift to receive copies of all air monitoring reports as soon as they can be made available. Upon request, the Facility Representative shall be given an explanation of these reports by an appropriate agency official.

- b.** NATCA may designate, at its own expense, a Certified Industrial Hygienist to observe all air monitoring activities conducted by the FAA's Industrial Hygienist in spaces occupied by employees, (1) such as, the control room, cafeteria, and administrative wing. Such air monitoring activities will include the calibration and placement of the monitoring equipment, and the collection of data. Upon request, NATCA will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Agency with a written chain of custody record covering the period during which they were outside the possession of the Agency. Upon request, NATCA's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the agency. NATCA's hygienist will be allowed to perform side-by-side Transmission Electron Microscopy (TEM) air monitoring on a random basis, on days and times to be determined by NATCA, at NATCA expense. The parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Agency, the Agency's contractor, NATCA, NATCA's Hygienist and NATCA's accredited laboratory. NATCA will give the Agency advance notice of visits by its Hygienist.

(1) The term "employees" refers to bargaining unit employees.

- c.** Upon request, the principal Facility Representative, or designee, under section 1 above, will be given the opportunity to meet with appropriate Agency officials for the purpose of obtaining information concerning construction projects. This information includes the air monitoring, and all other phases

of the project. In addition, should the principal Facility Representative wish to discuss a matter with the contractor's Project Manager, the Agency will arrange for a meeting, which will include the Agency's Resident Engineer or his designee. Upon request, NATCA's Hygienist shall be permitted to attend meetings under this section.

- d. The objectives of air monitoring by the Agency in connection with construction projects are as follows:
 - 1. to establish baseline fiber levels in affected occupied space;
 - 2. to determine if fiber levels above established baseline levels are present in these occupied spaces; and
 - 3. to determine if correlations exist between routine activities and any increase above baseline.

Baseline fiber levels at each Center shall be established by the Agency in consultation with NATCA's Hygienist.

- e. Air monitoring shall be conducted by the Agency around the clock during construction that may cause the release of airborne asbestos fibers. Phase Contrast Microscopy (PCM) testing will be conducted by an accredited laboratory after samples are collected. All data and reports from the laboratory will be shared with NATCA as soon as they are received.
- f. Powered air purifying respirators will be maintained in serviceable condition at each Center. The Agency will ensure that all employees are trained in the use of this equipment prior to construction. The Agency will make every effort to ensure a safe working environment so as to preclude the need to use this equipment. However, in the event of a sudden release of airborne asbestos fibers or if Agency-conducted air monitoring indicates fiber levels can reasonably be expected to meet or exceed the OSHA permissible exposure limits,

essential employees in affected occupied spaces will be directed to wear respirators. At this time, all non-essential employees will be removed from affected occupied spaces. A determination to evacuate employees will be based on Agency-conducted air monitoring levels that meet or exceed the OSHA permissible exposure limits.

- g.** Training with the respirators will include a "hands-on" session at which controllers will be allowed to wear the respirators, to become familiar with the proper technique and method of usage. In addition, the Agency will conduct tests in the DYSIM lab to evaluate the ability of controllers to work live traffic while wearing the respirators. NATCA will be allowed to observe and participate in these tests.
- h.** In the event that an operational error or deviation occurs while a respirator is being worn, management will take this factor into account in determining responsibility for the error or deviation and what corrective action is appropriate.
- i.** The Agency recognizes its obligation to comply with the requirements of 29 CFR in connection with all facets of asbestos abatement operations at the Centers.

The parties have executed this amended agreement this 23rd day of April, 1998.

For NATCA

Barry Krasner

4/22/98

For the Agency

Raymond B. Thoman

MEMORANDUM OF UNDERSTANDING

The Federal Aviation Administration (FAA) and the National Air Traffic Controllers Association (NATCA) agree that with respect to the Federal Labor Relations Authority (FLRA) three (3) prong test for determining whether a matter is "covered by" or "contained in" the Collective Bargaining Agreement that the second and third prong of the FLRA's test will not be used as a claim by either Party in implementing changes.

For the Union

Barry Krasner

5/12/98

For the Agency,

Raymond B. Thoman

Signed this twenty-eighth day of August, 1998:

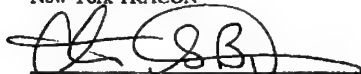
For the Union:


Barry Krasner, Chief Negotiator
National Contract Negotiating Team



Bernie Reed, Chairman
National Contract Negotiating Team


Robert D. Taylor
Director of Labor Relations

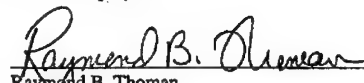

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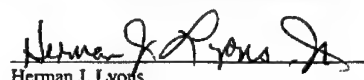

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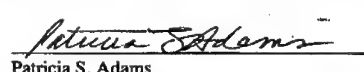

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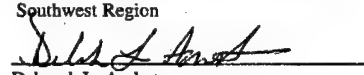

Andrew J. Cawthell
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For the Employer:

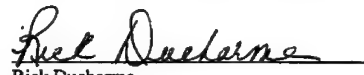

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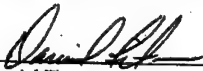

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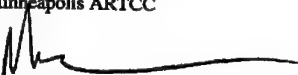
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Labor Relations Specialist



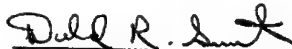
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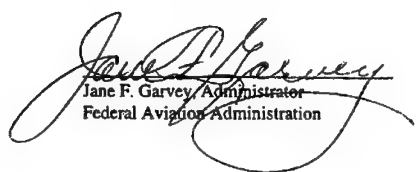


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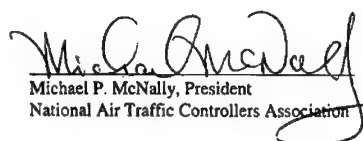


Eric K. Owens
Air Traffic Control Specialist
Houston TRACON

This agreement between the Federal Aviation Administration and the National Air Traffic
Controllers Association is approved and is effective September 15, 1998.



Jane F. Garvey, Administrator
Federal Aviation Administration



Michael P. McNally, President
National Air Traffic Controllers Association

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